

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

NEW ENGLAND CARPENTERS HEALTH
BENEFITS FUND, PIRELLI ARMSTRONG
RETIREE MEDICAL BENEFITS TRUST;
TEAMSTERS HEALTH & WELFARE FUND
OF PHILADELPHIA AND VICINITY;
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE
FUND, and DISTRICT 37 HEALTH AND
SECURITY FUND,

Plaintiffs,

v.

FIRST DATABANK, INC., a Missouri
corporation; and McKESSON
CORPORATION, a Delaware corporation,

Defendants.

C.A. No. 1:05-CV-11148-PBS

**DECLARATION OF NICK STYANT-BROWNE IN SUPPORT OF PLAINTIFFS'
EMERGENCY MOTION FOR ENTRY OF CASE MANAGEMENT ORDER**

I, Nick Styant-Browne, hereby declare that:

1. I am an attorney with Hagens Berman Sobol Shapiro LLP, resident in its Seattle, Washington, office, and I am one of counsel for the plaintiffs in the above-captioned matter. I submit this declaration in support of Plaintiffs' Emergency Motion for Entry of Case Management Order.

2. I am the Plaintiffs' counsel designated to cover the Blue Cross Blue Shield of Montana deposition. I was also formerly designated as Plaintiffs' counsel to attend the Humana deposition in Louisville, Kentucky until McKesson scheduled both depositions on the same day. Humana and Blue Cross have produced thousands of pages of documents, which must be reviewed prior to the depositions. I have wasted considerable time and have been greatly

inconvenienced because of McKesson's frequent and often last-minute changes in the scheduling of these depositions. On November 1, two days before the November 3 scheduled deposition of Blue Cross' 30(b)(6) witness, McKesson unilaterally informed our office that it intended to change the start time of the deposition from 9:30 to 8 a.m. Although I would have preferred to be consulted beforehand, I did not object. To be able to be in Helena, Montana by morning it was necessary for me to fly from Seattle the preceding day. While I was en route to Helena on November 2, I received a call from my office shortly before noon that McKesson had just called to cancel the deposition. Fortunately, my flight was delayed and I had not yet left the Seattle airport. But that is not where it ends. My office informed McKesson that I was the Plaintiffs' counsel designated to attend both the Humana and Blue Cross depositions. In order to allow me travel time to make both depositions, which were to occur in Kentucky and Montana respectively, my office specifically requested that McKesson not reschedule the Blue Cross deposition on or around the date of the Humana deposition. We offered McKesson two alternate dates, November 13 and 14. McKesson ignored our requests and scheduled both depositions for the same day. We were forced to make last-minute arrangements with other counsel to cover the Humana deposition and to change my travel arrangements from Louisville to Helena on short notice. Yet three days before the newly scheduled deposition, and two days before I was to fly to Montana, McKesson cancelled the Blue Cross deposition yet again only to reschedule it, ironically on November 14, one of the two days I had originally proposed.

3. Attached as Exhibit A is a true and correct copy of the letter from Steve Berman to Tiffany Cheung, dated October 11, 2006.

4. Attached as Exhibit B is a true and correct copy of the letter from Barbara Mahoney to Tiffany Cheung, dated November 6, 2006.

5. Attached as Exhibit C is a true and correct copy of the Court's Case Management Order No. 10, entered on March 24, 2004 in *In re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456.

6. Attached as Exhibit D is a true and correct copy of McKesson's notice of subpoena to Blue Cross Blue Shield of Montana.

7. Attached as Exhibit E is a true and correct copy of McKesson's notice of subpoenas to CIGNA (Philadelphia); CIGNA (Hartford, Conn.); CIGNA Healthcare; Connecticut General Life Insur.; and Millicent Callaway of CIGNA Healthcare.

8. Attached as Exhibit F is a true and correct copy of McKesson's notice of subpoenas to Caremark, Inc. and Gregory Madsen of Caremark.

9. Attached as Exhibit G is a true and correct copy of McKesson's Amended; Second Amended; and Third Amended Notices of Subpoenas to Towers Perrin.

I certify under penalty of perjury that the foregoing is true and correct.

Executed this 7th day of November, 2006.

/s/ Nick Styant-Browne

NICK STYANT-BROWNE

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document was served upon the attorney of record for each other party through the Court's electronic filing service on November 7, 2006.

/s/ Steve W. Berman
Steve W. Berman

EXHIBIT A



HAGENS BERMAN
SOBOL SHAPIRO LLP

STEVE W. BERMAN
DIRECT • (206) 224-9320
STEVE@HBSSLAW.COM

October 11, 2006

Via E-Mail

Ms. Tiffany Cheung
Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105-2482

Re: New England Carpenters v. McKesson

Dear Ms. Cheung:

McKesson has issued a slew of deposition notices in the past and the dates for depositions went by. We asked that you inform us when documents would be produced on a timely basis.

Without casting blame and in a spirit of mutual cooperation, what we suggest is that we follow the AWP paradigm. Attached is a deposition scheduling chart that we have exchanged with defendants once a week during the AWP case. The rules: A party serving a deposition notice/subpoena must give 21 days notice. And because we all know that depositions rarely go off on the day noted, there has to be five days notice of confirmation of an actual deposition date. If you cannot agree to this we will move for a CMO, citing to CMO No. 10 in the AWP case as the prototype.

As to your comment you have had to deal with multiple counsel, on non-plaintiff depositions, you can coordinate all dates and document productions with Barbara Mahoney.

Ms. Tiffany Cheung
October 11, 2006
Page 2

Irrespective of this proposal, please let me know today which depositions are now confirmed and the status of document production from any third party you have subpoenaed.

Sincerely,

HAGENS BERMAN SOBOL SHAPIRO LLP

[sent via electronic delivery]

Steve W. Berman

cc: Plaintiffs' Counsel

April 22, 2005

In re: Pharmaceutical Industry AWP Litigation, MDL No. 1456
Third-Party Depositions

Date/Time	Confirmed? ¹	Deponent	Location	Issuing Party
June 4	Completed	Carday Associates, Inc.	Philadelphia, Pennsylvania	Defendants: Davis Polk
June 15	Completed	Findley Davies	Toledo, Ohio	Defendants: Hogan & Hartson
July 1	Completed	Quality Rx	Philadelphia, Pennsylvania	Defendants: Covington & Burling
July 12	Completed	Segal Company	Hogan & Hartson NYC	Defendants: Hogan & Hartson (Jim Zucker)
July 23	Completed	ScripSolutions	Hogan & Hartson NYC	Defendants: Hogan & Hartson (Tom Sweeney)
July 23	Completed	Kaiser	Oakland, California	Defendants: Patterson, Belknap
August 4	Completed	Coventry Healthcare	Nashville, TN	Defendants: Patterson, Belknap (Adeel Mangi)
August 25	Completed	Pharmaceutical Care Network	Hyatt Regency Sacramento, CA	Defendants: Davis Polk
August 26	Completed	Caremark/ AdvancePCS	Winston Strawn Chicago, Illinois	Defendants: Hogan & Hartson (Tom Sweeney)
August 27	Completed	Caremark/ AdvancePCS	Winston Strawn Chicago, Illinois	Defendants: Hogan & Hartson (Tom Sweeney)
September 9	Completed	Lee Jost & Associates	Spherion Milwaukee, WI	Defendants: Perkins Coie (Charles Sipos)
September 9-10	Completed	UPMC Health Plan	UPMC Pittsburgh, PA	Defendants: Patterson, Belknap, Webb & Tyler LLP
September 13	Completed	Intermountain Healthcare	Intermountain Healthcare Salt Lake City, UT	Defendants: Morgan Lewis

¹ Confirmed means that the party being deposed has formally agreed to appear on the date noted.

EXHIBIT B



BARBARA A. MAHONEY
BARBARAM@HBSSLAW.COM

HAGENS BERMAN
SOBOL SHAPIRO LLP

November 6, 2006

Ms. Tiffany Cheung
Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105-2482

Re: New England Carpenters Health Benefits Fund v. First DataBank

Dear Tiffany:

We write again regarding the establishment of a protocol governing the scheduling of depositions in this case. *See* Steve Berman's letter of October 11. McKesson has issued 13 outstanding third-party depositions which have been noted, but not scheduled or confirmed. Presumably McKesson identifies these third-party depositions and document subpoenas as class discovery and intends for some or all of these depositions to take place between now and November 17. It is our position that the four months allotted to McKesson is ample time to conduct class discovery to respond to our brief and any deposition or document request outstanding on the close of November 17 is therefore unenforceable. If, however, it is McKesson's position that these depositions and document requests are non-class discovery, then there is no rush to complete them and we will pursue the protocol outlined in Steve's letter. In either case, we will oppose any motion to extend the November 17 deadline.

Although you did not object to the protocol articulated in Steve's letter, you have now taken the position that you will not be bound by it. *See* Berman letter (stating "The rules: A party serving a deposition notice/subpoena must give 21 days notice. And because we all know that depositions rarely go off on the day noted, there has to be five days notice of confirmation of an actual deposition date. ***If you cannot agree to this we will move for a CMO, citing to CMO No. 10 in the AWP case as the prototype.***" (emphasis added)). You have rescheduled depositions multiple times—in the case of Towers Perrin and Blue Cross as many as three and four times—each time without accommodating Plaintiffs' schedule.

For example, you rescheduled the Blue Cross deposition, originally noted for September 1, to October 17; November 3; November 9 and November 14. On November

Ms. Tiffany Cheung
November 6, 2006
Page 2

1, two days before the deposition was to occur you unilaterally changed the start time of the deposition from 9:30 to 8 a.m. You then waited until the next day—when Nick Styant-Browne, Plaintiffs’ attorney designated to cover the deposition, was already en route to Montana—to cancel the deposition altogether. Nor did you make any effort to accommodate Plaintiffs when you rescheduled the deposition for a third time. I told you that Nick was covering both the Humana and Blue Cross depositions, offered you two available dates (Nov. 13 and 14) and asked you not to reschedule the Blue Cross deposition on or around the date of the Humana deposition. Unbelievably you scheduled them on the same day! We then reassigned the Humana deposition to other Plaintiffs’ counsel to allow Nick to cover the Blue Cross deposition only to hear today that you have again canceled the Blue Cross deposition and rescheduled it—ironically on one of the dates that we originally proposed.

Nor is this the first time that McKesson has made substantial changes in the deposition schedule without consulting Plaintiffs. You initially noted the deposition of Towers Perrin’s witness to take place on August 24 in New York. You’ve since rescheduled three times, changing the location first to Philadelphia (Amended and Second Amended Notices), then to Chicago (Third Amended Notice). When you rescheduled the first time for October 20, you canceled on two days notice. When you rescheduled two days later you unilaterally moved the deposition from Philadelphia, where Plaintiffs’ counsel assigned to cover the deposition, Marc Edelson, is located, to Chicago even though Marc Edelson informed Kate Bobovski he would not be able to make it to Chicago by November 1. Plaintiffs then designated another attorney, Beth Fegan, to cover the deposition only to have you cancel the deposition a week later. Additionally, you have unjustly threatened to extend depositions of Plaintiffs’ 30(b)(6) witnesses on the basis of eleventh hour requests for documents. *See* Higgins’ letter of October 30.

Whether or not McKesson is bound to the protocol outlined in Steve’s letter, the federal rules require McKesson to provide Plaintiffs reasonable notice of depositions and to make some effort to accommodate their schedules. If McKesson is having difficulties scheduling its depositions before November 17, it is a problem of its own creation, a problem that it compounded when it issued five new subpoenas last Friday. Nonetheless Plaintiffs are willing to work with McKesson in good faith to schedule mutually convenient deposition dates, but will move for a case management order tomorrow if you are unwilling to assure us by the end of the day that you will give us:

Ms. Tiffany Cheung
November 6, 2006
Page 3

1. a minimum of five business days notice of any change in the scope of document requests made on Plaintiffs' 30(b)(6) witnesses and at least 10 days notice where the change involves the production of documents, which require Plaintiffs to obtain prior permission from third-parties;

2. at least five business days notice of any deposition schedule change;

3. that you will make reasonable efforts to schedule depositions on the dates that our designated attorney is available.

Sincerely,

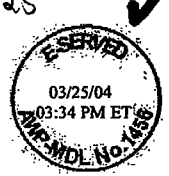
HAGENS BERMAN SOBOL SHAPIRO LLP

[sent via electronic mail]

Barbara A. Mahoney
Attorney

BAM:BAM
cc: Plaintiffs' counsel

EXHIBIT C



UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE PHARMACEUTICAL INDUSTRY)	MDL NO. 1456
AVERAGE WHOLESALE PRICE)	CIVIL ACTION NO.
LITIGATION)	01-12257-PBS

CASE MANAGEMENT ORDER NO. 10

March 25, 2004

Saris, U.S.D.J.

I. PHASING OF DISCOVERY

1. Discovery shall be permissible with respect to all parties, claims and issues not dismissed under the February 24, 2004 Memorandum and Order. Discovery, motion practice and trial shall occur in two phases.

2. Phase 1 shall consist of a "fast track" in which five Defendants will litigate all phases of the case through summary judgment. The cases against those five companies shall proceed on the Phase 1 schedule set below. Phase 2 shall consist of a "regular track."

3. The case is referred to Chief Magistrate Judge Bowler for case management and all non-dispositive matters.

II. ADDITIONAL DISCOVERY RULES

1. To the extent they have not done so, all Defendants are directed to supplement their document productions under the order of this Court dated October 28, 2002 (relating to production of



documents produced to governmental bodies concerning AWP matters) by producing all documents relating to any drugs in Appendix A to the AMCC, and all non-privileged documents relating to any drugs, produced by any Defendant in response to recent subpoenas issued by the House Energy and Commerce Committee, or any other governmental body. Defendants shall make these documents available to counsel for the Plaintiffs for inspection and photocopying within 30 days.

2. The identification of a drug on the Phase 1 list includes all NDC's for that drug, including NDC's not in the AMCC.

3. Any documents available in an electronic format shall be so provided in that format, i.e., in an identical, usable electronic format. If issues regarding compatibility of computer systems and software arise, the producing parties shall confer to resolve the matters.

4. A responding party to an initial document request shall complete production of all documents within sixty (60) days of service of such request. Any dispute over the document request (i.e., overbreadth or burden) shall be presented to the magistrate judge within 30 days after service of the request after the parties have conferred. Even if there is a dispute over a document request, the undisputed documents shall be produced within 60 days.



5. Privilege logs shall be provided 14 days after a production, and shall provide reasons for each document withheld from production, as well as for each redaction from a document produced. There shall be no redaction of documents by any party on any basis other than a bona fide claim of a recognized lawful privilege. No stamps of "confidential" or the like shall be on the text of a document. All documents shall be produced in their original size.

6. Each Defendant shall produce 30(b)(6) witnesses within 45 days of such a request.

7. A party shall provide a "three week deposition notice" under which such party provides at least 21 days notice for a proposed deposition. A responding party may suggest an alternative date no later than seven more working days from the original notice. The parties shall confer in good faith. Any motion for a protective order shall be filed at least five working days before the scheduled deposition; any response shall be filed within two working days.

8. No deposition of a witness by a deposing party shall be longer than twenty-one hours unless agreed by the parties or permitted by court order. The non-deposing party shall have seven hours for cross-examination. There shall be two hours for re-direct and two hours for re-cross.



III. PHASE 1 SCHEDULE

The following five companies from the AMCC are subject to the Phase I fast track: AstraZeneca; the BMS Group (Bristol-Myers, OTN and Apothecon); the GSK Group (GlaxoSmithKline, SmithKline Beecham and Glaxo Wellcome); the Johnson and Johnson Group (J&J, Centocor and Ortho); and the Schering-Plough Group (Schering and Warrick).

The schedule shall be as follows for Phase I:

1. Plaintiffs' Motion for Class Certification on Phase 1 shall be filed by September 3, 2004.
2. Plaintiffs' Disclosure of Expert Reports in Support of Motion for Class Certification filed by September 3, 2004.
3. Discovery of Plaintiffs' Experts on Class Certification completed by October 4, 2004.
4. Defendants' Opposition to class certification to be filed by October 25, 2004, along with any expert reports.
5. Discovery of Defendants' experts completed by November 23, 2004.
6. Plaintiffs' Reply on Class Certification filed by December 1, 2004.
7. Any surreply shall be filed by December 8, 2004.
8. Hearing on Class Certification on December 17, 2004 at 2:00 p.m.
9. Close of Phase 1 Fact Discovery on January 30, 2005.



10. Plaintiffs serve liability expert reports on January 31, 2005.

11. Defendants serve expert reports on liability on February 28, 2005.

12. Close of Expert Discovery on March 30, 2005.

13. Summary Judgment Motions filed no later than April 15, 2005.

14. Oppositions due May 2, 2005.

15. Replies due on May 16, 2005.

16. Any surreply on May 30, 2005.

17. Hearing on Motions for Summary Judgment on June 8, 2005 at 2:00 p.m.

IV. PHASE 2 SCHEDULE

1. After the Court's ruling on the Phase 1 certification motion, the Court shall set a Phase 2 briefing schedule on class certification. Plaintiffs shall be prepared to file the motion for class certification within sixty (60) days of the Court's ruling.

2. Fact discovery on Phase 2 will close on October 3, 2005. Plaintiffs shall file expert reports on November 1, 2005. Defendant shall file expert reports on December 1, 2005. Expert discovery shall be completed by January 16, 2006. Any motion for summary judgment shall be filed by January 30, 2006. Any opposition shall be filed by February 12, 2006. Any reply by



February 27, 2006, and the sur-reply by March 13, 2006.

V. Together Rx

After some reflection, I have placed the Together Rx program on the regular track. As I read the two proposals, creation of a third track seems unwieldy and confusing. In particular, the issues involving product-specific discovery for 170 drugs involved in the Together Rx program seem too complex to resolve on a fast track. Nothing in this order precludes Defendants from moving for summary judgment earlier.

VI. MISCELLANEOUS

To protect the integrity of the MDL process, Defendants shall notify the Plaintiffs and the Court in writing of any attempts to settle any of the claims before this Court in another jurisdiction upon commencement of such discussions. Failure to do so may result in injunctive relief, contempt sanctions, and refusal to give any judgment preclusive effect.

VII. BRIEFING

No brief shall be longer than 20 pages, unless advance permission of the Court is obtained.

VIII. MEDIATION

Within 30 days, the fast track parties shall propose a process and schedule for mediation.

IX. CASE MANAGEMENT

The case management order is applicable to all related cases



brought by the state and county governmental entities. When I resolve the pending motions, I will enter a separate case management order.

S/PATTI B. SARIS

United States District Judge

EXHIBIT D

OAO 88 (Rev. 1/94) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT
 DISTRICT OF Montana

NEW ENGLAND CARPENTERS HEALTH BENEFITS FUND,

ET AL.

SUBPOENA IN A CIVIL CASE

V.

FIRST DATABANK, INC. AND MCKESSON CORPORATION Case Number:¹ 1:05-CV-11148-PBS

DISTRICT OF MASSACHUSETTS

TO: Blue Cross & Blue Shield of Montana
 560 N. Park Avenue
 Helena, MT 59601

☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

Blue Cross & Blue Shield of Montana

560 N. Park Avenue

Helena, MT 59601 or at another mutually agreeable location

DATE AND TIME

September 1, 2006, 9:30 a.m.

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):
 See attached Exhibit B.

PLACE

Blue Cross & Blue Shield of Montana

560 N. Park Avenue

Helena, MT 59601 or at another mutually agreeable location

DATE AND TIME

August 17, 2006, 9:30 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)
 Attorney for Defendant McKesson Corporation

DATE

August 2, 2006

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Tiffany Cheung, Morrison & Foerster, LLP, 425 Market Street, San Francisco, CA 94105

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on next page)

¹If action is pending in district other than district of issuance, state district under case number.

AO 88 (Rev 1/94) Subpoena in a Civil Case

PROOF OF SERVICE

DATE

PLACE

SERVED:

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend

trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

NEW ENGLAND CARPENTERS HEALTH
BENEFITS FUND, PIRELLI ARMSTRONG
RETIREE MEDICAL BENEFITS TRUST,
TEAMSTERS HEALTH & WELFARE FUND
OF PHILADELPHIA AND VICINITY, and
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE FUND,

Plaintiffs,

v.

FIRST DATABANK, INC., a Missouri
corporation, and McKESSON CORPORATION,
a Delaware corporation,

Defendants.

Civil Action: 1:05-CV-11148-PBS

Judge Patti B. Saris

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and 45, and the subpoena attached hereto, McKesson Corporation, by its attorneys, will take the deposition of Blue Cross & Blue Shield of Montana by the person or persons who are knowledgeable concerning the matters set forth in Exhibit A attached hereto. Such deposition will be taken on September 1, 2006, beginning at 9:30 a.m., at Blue Cross & Blue Shield of Montana, 560 N. Park Avenue, Helena, MT 59601, or at another mutually agreeable location. The deposition will be taken before an officer authorized to administer oaths, be recorded by a stenographer, and may be videotaped, and may provide for LiveNote access, and will continue from day to day, Saturday, Sundays and holidays excepted, until completed.

McKesson reserves the right to take subsequent depositions, not just on all material issues, but also on those issues raised by any documents produced after the date of this Notice.

PLEASE TAKE FURTHER NOTICE THAT Blue Cross & Blue Shield of Montana is also requested to produce the documents set forth in Exhibit B on August 17, 2006.

Dated August 2, 2006

MELVIN R. GOLDMAN
LORI A. SCHECHTER
PAUL FLUM
TIFFANY CHEUNG
MORRISON & FOERSTER LLP

By: _____
Tiffany Cheung

Attorneys for Defendant
MCKESSON CORPORATION

DEFINITIONS

The terms used in these requests, whether or not capitalized, are defined as follows:

1. “All documents” means every document and every non-identical copy known to You and every such document or writing which You can locate or discover by reasonably diligent efforts, including, but not limited to, documents now in Your possession, custody, or the possession, custody, or control of Your merged or acquired predecessors, Your former and present directors, officers, counsel, agents, employees, and/or persons acting on Your behalf.
2. “AWP” or “Average Wholesale Price” means the price for drugs as periodically published by several pharmaceutical industry compendia, including the Drug Topics Red Book (the “Red Book”), American Druggist First Databank Annual Directory of Pharmaceuticals (“First DataBank”), Essential Directory of Pharmaceuticals (the “Blue Book”) and Medi-Span’s Master Drug Database (“Medi-Span”). The term “AWP” includes the “Blue Book AWP” published by First DataBank.
3. “Beneficiary” means a person for whom a Third Party Payor provides any medical or health insurance benefit, including prescription drug benefits.
4. “Benefits Consultant” means any person and/or entity that provides information, counsel and/or advice to any Third Party Payor regarding any hospital, medical or prescription drug benefit and/or service provided by any Third Party Payor to any Participant or Beneficiary.
5. “Clients” means union benefit funds, employers, health plans, Third Party Payors, or other entities to which You provide coverage for self-administered prescription drugs for a fee or other remuneration.
6. “Communication” as defined in Massachusetts Local Rule 26.5(c)(1), means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

7. “Concerning” as defined in Massachusetts Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting. A request for all documents “concerning” a subject extends to each document making a statement about, mentioning, referring to, discussing, analyzing, describing, reflecting, evidencing, identifying, relating to, regarding, summarizing, dealing with, consisting of, constituting, or in any way pertaining to the subject, in whole or in part.

8. “Copy” or “Copies” when used in reference to a document means any color or black-and-white reproduction of a document, regardless of whether the reproduction is made by means of carbon paper pressure, sensitive paper, photostat, xerography, scanning, or other means or process.

9. “Document” means Electronic Data and all written, typed, printed, photocopied, photographed, or recorded matter of any kind, including but not limited to all originals, masters, drafts, and non-identical copies of any labels, packaging, invoices, advertisements, catalogs, letters, envelopes, forms, affidavits, correspondence, telegraphs, telecopies, telefaxes, paper communications, resolutions, minutes of meetings, signed statements, tabulations, charts, memoranda, checks, appointment books, records, proposals, memoranda or other transcripts (by mechanical device, by longhand or shorthand recording, tape recording, or by electronic or any other means), computer-generated information, computer software, information stored or recorded by electronic means (including by a computer, server, hard drive, compact disk, floppy disk, diskette, tape, record, cassette, video, electronic mail, and any other electronic recording or data compilation from which information can be obtained or translated), interoffice communications, interoffice communications, all summaries of oral communications (telephonic or otherwise), microfiche, microfilm, lists, bulletins, calendars, circulars, desk pads, opinions,

ledgers, minutes, agreements, journals, diaries, contracts, invoices, balance sheets, telephone messages or other messages, magazines, pamphlets, articles, notices, newspapers, studies, summaries, worksheets, telexes, cables, any matters defined in Federal Rule of Evidence 1001, and all other graphic materials, writings, and instruments, however produced or reproduced. A document includes all documents appended thereto.

10. “Drug Company” or “Drug Companies” means a company that manufactures pharmaceutical products, including without limitation, Identified Drugs.

11. “Electronic Data” means all information of all kinds maintained by electronic data processing systems and includes all non-identical copies of such information. Electronic Data includes, but is not limited to, electronic spreadsheets, databases with all records and fields and structural information (including Lotus Notes Discussion Databases and other online dialogs), charts, graphs and outlines, arrays of information and all other information used or produced by any software. Further, Electronic Data includes any computer program (whether proprietary or commercial), programming notes or instructions, or any other software program or utility needed to access or use such Electronic Data as they are accessed or used by You in the usual course of business.

12. “Fund” or “Funds” means any and/or all health and welfare funds and trusts, including, without limitation, New England Carpenters Health Benefits Fund; Pirelli Armstrong Retiree Benefits Trust; Teamsters Health & Welfare Fund of Philadelphia and Vicinity; Philadelphia Federation of Teachers Health and Welfare Fund; and District Council 37 Health & Security Plan, and any other health and welfare fund or trust that provides prescription drug benefits, and any of their past or present trustees, officials, officers, fiduciaries, third-party administrators, representatives, agents, assigns, attorneys, employees, divisions, departments,

affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.

13. “Identified Drugs” shall refer to any one or more of the drugs listed in Appendix A attached hereto.

14. “Meeting” means any discussion between two or more persons either in person, telephonically, or by video conference.

15. “Participant” means a person for whom a Third Party Payor provides any medical or health insurance benefit, including prescription drug benefits.

16. “Person” as defined in Massachusetts Local Rule 26.5(c)(6), means any natural person or any business, legal, or governmental entity or association.

17. “Pharmacy Benefit Manager” or “PBM” means any entity that provides services relating to prescription drug benefits offered by any Third Party Payor to any Participant and/or Beneficiary.

18. “Publisher” or “Publishers” refers to any pharmaceutical price publishing service, including but not limited to the First DataBank, Red Book, Blue Book and Medi-Span publishing services.

19. “Rebates” include access rebates for the placement of products on a formulary, rebates based upon the sales volumes for drugs, and market share rebates for garnering higher market share than established targets, and include rebates received by You or any PBM with which You have a contractual relationship.

20. “Retailer” means any entity, including a retail pharmacy, that resells drugs to consumers.

21. “Third Party Payor” means any non-government entity or program, including but not limited to, Funds, health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, unions, or welfare and benefit plans, that provides prescription drug benefits to Participants and Beneficiaries and reimburses or compensates Retailers for prescription drugs dispensed to Participants and Beneficiaries.

22. “WAC” or “Wholesale Acquisition Cost” means the selling price that a Drug Company charges to a Wholesaler, before discounts.

23. “Wholesaler” means any entity that purchases drugs from a Drug Company and resells such drugs to any other entity, including Retailers.

24. “You” or “Your” shall refer to Blue Cross & Blue Shield of Montana and any of its past or present trustees, officials, officers, fiduciaries, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.

INSTRUCTIONS

1. The singular form of a noun or pronoun shall include within its meaning the plural form of the noun or pronoun and vice versa; the masculine form of a pronoun shall include within its meaning the feminine form of the pronoun and vice versa; and the use of any tense of any verb shall include within its meaning all other tenses of the verb.

2. “All” and “each” shall be construed as meaning either all or each as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.

3. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.

4. Each request for production of documents extends to all documents in the possession, custody, or control of You or anyone acting on Your behalf. A document is to be deemed in Your possession, custody, or control if it is in Your physical custody, or if it is in the physical custody of any other person and You (a) own such document in whole or in part; (b) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such document on any term; (c) have an understanding, express or implied, that You may use, inspect, examine, or copy such document on any terms; or (d) have, as a practical matter, been able to use, inspect, examine, or copy such document when You sought to do so.

5. If production is requested of a document that is no longer in Your possession, custody, or control, Your response should state when the document was most recently in Your possession, custody, or control, how the document was disposed of, and the identity of the person, if any, presently in possession, custody, or control of such document. If the document has been destroyed, state the reason for its destruction.

6. Provide the following information for each document withheld on the grounds of privilege:

- (a) its date;
- (b) its title;
- (c) its author(s);
- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;

- (f) its general subject matter; and
- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

7. Any attachment to an allegedly privileged or immune document shall be produced unless You contend that the attachment is also privileged or immune.

8. Notwithstanding the assertion of any objection to production, if a document contains non-objectionable or non-privileged matter, please produce that document, redacting that portion for which the objection is asserted, provided that the following information is provided:

- (a) its date;
- (b) its title;
- (c) its author(s);
- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;
- (f) its general subject matter; and
- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

9. To the extent that You consider any of the following requests for production of documents objectionable, please respond to the remainder of the production request, and separately state that part of each request to which You object and each ground for each objection. If there is any question as to the meaning of any part of these Requests, or an issue as to whether production of any documents requested herein would impose an undue burden on You, counsel

for McKesson should be contacted promptly to discuss these matters, and You should respond to the remainder of these Requests as written.

10. Documents produced in response to these Requests should be provided in the same form in which they are kept in the usual course of business. This means that Electronic Data, as that term is defined herein, should be produced in the electronic form in which it is kept in the usual course of business.

11. You may produce legible, complete, and exact copies of original documents responsive to these Requests, provided that the originals shall be made available for inspection upon request by counsel for McKesson.

12. These Requests cover all documents in Your possession, custody, and control, both inside and outside the United States, including Documents in the possession of Your officers, employees, agents, servants, representatives, trustees, attorneys, consultants, or other persons directly or indirectly employed or retained by You, or anyone else acting on Your behalf or otherwise subject to Your control, and any merged, consolidated, or acquired predecessor or successor, subsidiary, division, or affiliate.

13. If any Request cannot be responded to fully, You should provide as full a response as possible, state the reason for the inability to answer fully, and provide any information, knowledge, or belief that You have regarding the unanswered portion.

EXHIBIT A

DEPOSITION TOPICS

The following topics cover the time period January 1, 1998 to present:

1. Your knowledge, understanding, and expectation regarding: (a) the use, development, and significance of AWP, manufacturer suggested wholesale price, WAC, or other information published or provided by First DataBank or other Publishers, (b) the trends in these metrics, (c) the ratio or spread between actual acquisition costs of Retailers and published AWPs, or between WAC and published AWPs, (d) changes in AWPs or WAC-AWP spreads or ratios, including discussions with Clients, Drug Companies, Retailers, PBMs, Third Party Payors, or Publishers regarding such changes.
2. Your negotiations and contracts concerning prescription drug benefits and reimbursements or rebates for such drugs or benefits with Clients, Retailers, PBMs, or Drug Companies, including the drug pricing terms and metrics (e.g., AWP, usual & customary price) used in such negotiations and contracts.
3. The process and criteria You use for selecting PBMs, Retailers, or other service providers for Your prescription drug benefits program.
4. Your use of any Benefits Consultant or PBM in connection with any consideration, negotiation, administration, audit, or review of any aspect of Your self-administered prescription drug benefit program, including pricing or reimbursement methodologies.
5. Changes in the formula or methodology that You use to determine the amounts to pay or reimburse Retailers (either directly or through PBMs) for self-administered brand name

prescription drugs (e.g., capitation, usual & customary price, AWP-based formula, dispensing fees), including the reasons for the change.

6. Your use of drug pricing information from Publishers (e.g., First DataBank, Red Book), and your knowledge or understanding of any representations or other statements by or attributed to Publishers concerning how any Publisher compiles or derives pricing information, including AWP.

7. Your search for and production of documents in response to the document requests set forth in Exhibit B of this subpoena.

EXHIBIT B

DOCUMENTS TO BE PRODUCED

The following requests cover the time period January 1, 1998 to present:

1. All documents concerning Your reimbursement or payment rates, including Your setting of such rates, for any Identified Drug.
2. All documents concerning Your use of AWP as a pricing term, benchmark or metric in any contracts with or among Clients, Retailers, PBMs, or Drug Companies.
3. Documents sufficient to show Your source(s) or Publisher(s) for drug pricing information.
4. All documents concerning the use of a specific Publisher's AWP or other pricing information as a basis, benchmark, or metric for reimbursement or payment in contracts with Clients, Retailers, PBMs, or Drug Companies.
5. Documents sufficient to show Your claims processing policies and procedures for paying or reimbursing PBMs or Retailers for any Identified Drug.
6. All documents concerning the impact of changes in published AWP's or WAC-AWP spreads or ratios on You, Clients, Retailers, PBMs, or Drug Companies, including any impact on reimbursements paid to Retailers, on formularies or covered drug benefits, or on Rebates from PBMs or Drug Companies.
7. For each Identified Drug, all transaction records maintained in a database or other electronic format showing all revenues, disbursements and quantities covered, including amounts paid by You for Identified Drugs sold by Retailers, amounts paid by You to a PBM for Identified Drugs, and any related Rebates, discounts, and administrative fees.

8. Documents sufficient to show Your or any of Your Clients' subscriptions for, or purchase of, any Publisher's pricing information, including any contracts or agreements between You or any of Your clients and any Publisher.

9. All documents concerning AWP or WAC-AWP spreads or ratios published by First DataBank, including:

- a. All documents or communications concerning increases, decreases or other changes in AWP or WAC-AWP spreads or ratios published by First DataBank, including, without limitation, complaints or other reactions to such changes by Drug Companies, Wholesalers, PBMs, Retailers, Third Party Payors (including You), or Clients.
- b. All documents comparing AWP or WAC-AWP spreads or ratios published by First DataBank with those published by other Publishers, or with AWP suggested by Drug Companies.
- c. All documents concerning the accuracy of the AWP published by, or of representations made by, First DataBank.

10. All documents concerning any contracts or agreements with any PBM, including master agreements, addenda, schedules, attachments, amendments and correspondence.

11. All requests for proposals and responses to requests for proposal between You and a PBM.

12. All documents concerning Your strategy, reasoning, methodology, or factors considered in choosing to contract with a particular PBM and in setting amounts You pay to any PBMs for drugs or administrative services.

13. All documents concerning communications between You and any PBM concerning AWP, WAC-AWP spreads or ratios, or any changes in those AWP, spreads, or ratios for any Identified Drug.

14. All documents concerning the impact of changes to AWP or WAC-AWP ratios or spreads on Your decision to list or de-list Identified Drugs or any other prescription drug on a formulary.

15. All documents concerning any contracts or agreements with any Retailer for reimbursement or payment for prescription drugs, whether negotiated directly by You or indirectly by a PBM, including master agreements, addenda, schedules, attachments, amendments, and correspondence.

16. All documents concerning Your strategy, reasoning, methodology, or factors considered in setting reimbursement rates to Retailers for Identified Drugs or for dispensing services including detailing how reimbursement or payment schedules were calculated or derived.

17. All documents concerning the profitability of Retailers, and the impact on Retailer profitability from reimbursements paid to Retailers by Third Party Payors (including You).

18. All documents concerning any contracts or agreements concerning Rebates between You or any PBM and any Drug Company that manufactures any Identified Drugs, including master agreements, addenda, schedules, attachments, amendments, and correspondence.

19. All contracts or agreements between You and any Benefits Consultant that concern self-administered brand name prescription drug benefits, including the design of

prescription programs and reimbursement methodologies, requests for proposal to PBMs and responses thereto, and relationships with Retailers.

20. All documents concerning communications between You and any Benefits Consultant regarding the following: drug reimbursement, any Publisher, or AWP, WAC-AWP spreads or ratios, or the acquisition costs to Retailers, of any Identified Drug.

21. To the extent not otherwise produced, all documents concerning AWP as used in connection with either reimbursement to Retailers or Rebates from PBMs or Drug Companies, including:

- a. All documents referring to or discussing any definition or meaning of AWP;
- b. All documents referring to or discussing the WAC-AWP spread or ratio;
- c. All documents referring to or discussing the spread or difference between Retailer acquisition cost and AWP;
- d. All documents concerning a suggested, proposed, or stated AWP or wholesale markup of any Drug Company that sells brand name prescription drugs, including whether a Drug Company has a 20% or a 25% ratio, markup, or spread between WAC and its suggested AWP, and the use of any such suggested ratio or spread; and
- e. All documents referring to or discussing the proposed or actual discontinuation of AWP as a basis, benchmark or metric for reimbursement.

22. Your plan descriptions or other documents evidencing or describing the self-administered prescription drug benefits You provide to Participants or Beneficiaries.

23. All analyses, reviews, or reports concerning drug pricing trends, reimbursement rates, or payment amounts for any self-administered brand name prescription drug, including any such documents containing information about changes in industry pricing practices.

24. Organizational charts for each department or group within Your company that is responsible for setting, administering, reviewing, monitoring, or auditing Your self-administered prescription drug benefits.

25. Documents sufficient to identify Your policy or practice of document retention, destruction, disposal, or preservation.

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
3M PHARMACEUTICALS	00089020025	METROGEL-VAGINAL 0.75% GEL
3M PHARMACEUTICALS	00089061012	ALDARA 5% CREAM
3M PHARMACEUTICALS	00089081521	MAXAIR AUTOHALER 0.2 MG AERO
3M PHARMACEUTICALS	00089030510	TAMBOCOR 50 MG TABLET
3M PHARMACEUTICALS	00089030710	TAMBOCOR 100 MG TABLET
3M PHARMACEUTICALS	00089031410	TAMBOCOR 150 MG TABLET
AAIPHARMA LLC	00028007201	BRETHINE 2.5 MG TABLET
AAIPHARMA LLC	00028007210	BRETHINE 2.5 MG TABLET
AAIPHARMA LLC	00028010501	BRETHINE 5 MG TABLET
AAIPHARMA LLC	00028010510	BRETHINE 5 MG TABLET
AAIPHARMA LLC	00002035102	DARVOCET-N 50 TABLET
AAIPHARMA LLC	00002035333	DARVON-N 100 MG TABLET
AAIPHARMA LLC	00002036302	DARVOCET-N 100 TABLET
AAIPHARMA LLC	00002036303	DARVOCET-N 100 TABLET
AAIPHARMA LLC	00002036333	DARVOCET-N 100 TABLET
AAIPHARMA LLC	00002080303	DARVON 65 MG PULVULE
AAIPHARMA LLC	00002080333	DARVON 65 MG PULVULE
AAIPHARMA LLC	00002311102	DARVON COMPOUND-65 PULVULE
AAIPHARMA LLC	00002311103	DARVON COMPOUND-65 PULVULE
AAIPHARMA LLC	66591082241	DARVON 65 MG PULVULE
AAIPHARMA LLC	66591063141	DARVON-N 100 MG TABLET
AAIPHARMA LLC	66591063151	DARVON-N 100 MG TABLET
ABBOTT LABORATORIES	00597002901	MOBIC 7.5 MG TABLET
ABBOTT LABORATORIES	00597003001	MOBIC 15 MG TABLET
ABBOTT LABORATORIES	00597003928	MICARDIS 20 MG TABLET
ABBOTT LABORATORIES	00597004028	MICARDIS 40 MG TABLET
ABBOTT LABORATORIES	00597004128	MICARDIS 80 MG TABLET
ABBOTT LABORATORIES	00597004328	MICARDIS HCT 40/12.5 MG TAB
ABBOTT LABORATORIES	00597004428	MICARDIS HCT 80/12.5 MG TAB
ABBOTT LABORATORIES	00074258611	BIAXIN 500 MG TABLET
ABBOTT LABORATORIES	00074336811	BIAXIN 250 MG TABLET
ABBOTT LABORATORIES	00074811411	DEPAKOTE 125 MG SPRINKLE CAP
ABBOTT LABORATORIES	00074821211	DEPAKOTE 125 MG TABLET EC
ABBOTT LABORATORIES	00074821411	DEPAKOTE 250 MG TABLET EC
ABBOTT LABORATORIES	00074821511	DEPAKOTE 500 MG TABLET EC
ABBOTT LABORATORIES	00074707930	FERO-FOLIC-500 FILMTAB
ABBOTT LABORATORIES	00074712530	IBERET-FOLIC 500 FILMTAB
AGOURON PHARMACEUTICALS INC	63010001030	VIRACEPT 250 MG TABLET
AGOURON PHARMACEUTICALS INC	63010001180	VIRACEPT POWDER
ASTRAZENECA LP	00186000131	LEXXEL 5-5 MG TABLET SA
ASTRAZENECA LP	00186000168	LEXXEL 5-5 MG TABLET SA
ASTRAZENECA LP	00186000231	LEXXEL 5-2.5 MG TABLET SA
ASTRAZENECA LP	00186031521	XYLOCAINE 5% OINTMENT
ASTRAZENECA LP	00186032001	XYLOCAINE 4% SOLUTION
ASTRAZENECA LP	00186033001	XYLOCAINE 2% JELLY
ASTRAZENECA LP	00186033036	XYLOCAINE 2% JELLY
ASTRAZENECA LP	00186036001	XYLOCAINE 2% VISCOUS SOLN
ASTRAZENECA LP	00186036011	XYLOCAINE 2% VISCOUS SOLN
ASTRAZENECA LP	00186045028	PLENDIL 2.5 MG TABLET SA
ASTRAZENECA LP	00186045031	PLENDIL 2.5 MG TABLET SA
ASTRAZENECA LP	00186045058	PLENDIL 2.5 MG TABLET SA
ASTRAZENECA LP	00186045128	PLENDIL 5 MG TABLET SA
ASTRAZENECA LP	00186045131	PLENDIL 5 MG TABLET SA
ASTRAZENECA LP	00186045158	PLENDIL 5 MG TABLET SA
ASTRAZENECA LP	00186045228	PLENDIL 10 MG TABLET SA
ASTRAZENECA LP	00186045231	PLENDIL 10 MG TABLET SA
ASTRAZENECA LP	00186045258	PLENDIL 10 MG TABLET SA
ASTRAZENECA LP	00186060628	PRIOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00186060631	PRIOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00186060668	PRIOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00186060682	PRIOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00186070768	TONOCARD 400 MG TABLET
ASTRAZENECA LP	00186070968	TONOCARD 600 MG TABLET
ASTRAZENECA LP	00186074228	PRIOSEC 20 MG CAPSULE DR
ASTRAZENECA LP	00186074231	PRIOSEC 20 MG CAPSULE DR
ASTRAZENECA LP	00186074282	PRIOSEC 20 MG CAPSULE DR
ASTRAZENECA LP	00186074328	PRIOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	00186074331	PRIOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	00186074368	PRIOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	00186074382	PRIOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	00186107509	RHINOCORT NASAL INHALER
ASTRAZENECA LP	00186151501	EMLA CREAM W/TEGADERM
ASTRAZENECA LP	00186151503	EMLA CREAM W/TEGADERM
ASTRAZENECA LP	00186151801	EMLA CREAM
ASTRAZENECA LP	00186502031	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00186502054	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00186502082	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00186502228	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00186504031	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00186504054	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00186504082	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00186504228	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00310013010	ZESTRIL 5 MG TABLET
ASTRAZENECA LP	00310013034	ZESTRIL 5 MG TABLET
ASTRAZENECA LP	00310013039	ZESTRIL 5 MG TABLET
ASTRAZENECA LP	00310013110	ZESTRIL 10 MG TABLET

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
ASTRAZENECA LP	00310013134	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310013139	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310013173	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310013210	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013234	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013239	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013273	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013310	ZESTRIL 30 MG TABLET
ASTRAZENECA LP	00310013410	ZESTRIL 40 MG TABLET
ASTRAZENECA LP	00310013510	ZESTRIL 2.5 MG TABLET
ASTRAZENECA LP	00310014110	ZESTORETIC 10/12.5 TABLET
ASTRAZENECA LP	00310014210	ZESTORETIC 20/12.5 TABLET
ASTRAZENECA LP	00310014510	ZESTORETIC 20/25 TABLET
ASTRAZENECA LP	00310020130	ARIMIDEX 1 MG TABLET
ASTRAZENECA LP	00310040160	ACCOLATE 10 MG TABLET
ASTRAZENECA LP	00310040239	ACCOLATE 20 MG TABLET
ASTRAZENECA LP	00310040260	ACCOLATE 20 MG TABLET
ASTRAZENECA LP	00310060018	NOLVADEX 10 MG TABLET
ASTRAZENECA LP	00310060060	NOLVADEX 10 MG TABLET
ASTRAZENECA LP	00310060075	NOLVADEX 10 MG TABLET
ASTRAZENECA LP	00310060412	NOLVADEX 20 MG TABLET
ASTRAZENECA LP	00310060430	NOLVADEX 20 MG TABLET
ASTRAZENECA LP	00310060490	NOLVADEX 20 MG TABLET
ASTRAZENECA LP	00310070510	CASODEX 50 MG TABLET
ASTRAZENECA LP	00310070530	CASODEX 50 MG TABLET
ASTRAZENECA LP	00310070539	CASODEX 50 MG TABLET
ASTRAZENECA LP	00037721020	ZOMIG 2.5 MG TABLET
ASTRAZENECA LP	00037721125	ZOMIG 5 MG TABLET
ASTRAZENECA LP	00186000431	ATACAND 4 MG TABLET
ASTRAZENECA LP	00186000831	ATACAND 8 MG TABLET
ASTRAZENECA LP	00186001628	ATACAND 16 MG TABLET
ASTRAZENECA LP	00186001631	ATACAND 16 MG TABLET
ASTRAZENECA LP	00186001654	ATACAND 16 MG TABLET
ASTRAZENECA LP	00186003228	ATACAND 32 MG TABLET
ASTRAZENECA LP	00186003231	ATACAND 32 MG TABLET
ASTRAZENECA LP	00186003254	ATACAND 32 MG TABLET
ASTRAZENECA LP	00186016228	ATACAND HCT 16/12.5 MG TAB
ASTRAZENECA LP	00186016254	ATACAND HCT 16/12.5 MG TAB
ASTRAZENECA LP	00186032228	ATACAND HCT 32/12.5 MG TAB
ASTRAZENECA LP	00186032254	ATACAND HCT 32/12.5 MG TAB
ASTRAZENECA LP	00186091542	PULMICORT 200 MCG TURBUHALER
ASTRAZENECA LP	00186108805	TOPROL XL 25 MG TABLET SA
ASTRAZENECA LP	00186109005	TOPROL XL 50 MG TABLET SA
ASTRAZENECA LP	00186109205	TOPROL XL 100 MG TABLET SA
ASTRAZENECA LP	00310004010	ELAVIL 10 MG TABLET
ASTRAZENECA LP	00310004110	ELAVIL 50 MG TABLET
ASTRAZENECA LP	00310004210	ELAVIL 75 MG TABLET
ASTRAZENECA LP	00310004310	ELAVIL 100 MG TABLET
ASTRAZENECA LP	00310004510	ELAVIL 25 MG TABLET
ASTRAZENECA LP	00310004550	ELAVIL 25 MG TABLET
ASTRAZENECA LP	00310004710	ELAVIL 150 MG TABLET
ASTRAZENECA LP	00310004730	ELAVIL 150 MG TABLET
ASTRAZENECA LP	00310010110	TENORMIN 100 MG TABLET
ASTRAZENECA LP	00310010510	TENORMIN 50 MG TABLET
ASTRAZENECA LP	00310010534	TENORMIN 50 MG TABLET
ASTRAZENECA LP	00310010710	TENORMIN 25 MG TABLET
ASTRAZENECA LP	00310011510	TENORETIC 50 TABLET
ASTRAZENECA LP	00310011710	TENORETIC 100 TABLET
ASTRAZENECA LP	00310020920	ZOMIG ZMT 2.5 MG TABLET
ASTRAZENECA LP	00310021321	ZOMIG ZMT 5 MG TABLET
ASTRAZENECA LP	00310027110	SEROQUEL 100 MG TABLET
ASTRAZENECA LP	00310027139	SEROQUEL 100 MG TABLET
ASTRAZENECA LP	00310027210	SEROQUEL 200 MG TABLET
ASTRAZENECA LP	00310027239	SEROQUEL 200 MG TABLET
ASTRAZENECA LP	00310027510	SEROQUEL 25 MG TABLET
ASTRAZENECA LP	00310027539	SEROQUEL 25 MG TABLET
ASTRAZENECA LP	00186070210	ENTOCORT EC 3 MG CAPSULE
ASTRAZENECA LP	00310027439	SEROQUEL 300 MG TABLET
ASTRAZENECA LP	00310027460	SEROQUEL 300 MG TABLET
ATLEY PHARMACEUTICALS INC	59702015201	PEDIOX CHEWABLE TABLET
AXCAN SCANDIPHARM INC	00068012061	BENTYL 10 MG CAPSULE
AXCAN SCANDIPHARM INC	00068012361	BENTYL 20 MG TABLET
AXCAN SCANDIPHARM INC	00068012516	BENTYL 10 MG/5 ML SYRUP
AXCAN SCANDIPHARM INC	58914017110	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	58914017121	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	58914017130	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	58914017150	CARAFATE 1 GM TABLET
BAXTER HEALTHCARE CORP	10019035060	ETHRANE INHALATION
BAXTER HEALTHCARE CORP	10019064124	SUPRANE INHALATION LIQUID
BAYER CORP PHARMACEUTICAL DIV	00026288148	PRECOSE 50 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026288251	PRECOSE 100 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026851106	CIPRO 100 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026851248	CIPRO 250 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026851251	CIPRO 250 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026851348	CIPRO 500 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026851351	CIPRO 500 MG TABLET

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
BAYER CORP PHARMACEUTICAL DIV	00028851448	CIPRO 750 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00028851450	CIPRO 750 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00028855136	CIPRO 5% SUSPENSION
BAYER CORP PHARMACEUTICAL DIV	00028855336	CIPRO 10% SUSPENSION
BERLEX INC	50419010110	QUINAGLUTE DURA-TABS 324 MG
BERLEX INC	50419010111	QUINAGLUTE DURA-TABS 324 MG
BERLEX INC	50419010125	QUINAGLUTE DURA-TABS 324 MG
BERLEX INC	50419010150	QUINAGLUTE DURA-TABS 324 MG
BERTEK PHARMACEUTICALS INC	62794015102	MENTAX 1% CREAM
BERTEK PHARMACEUTICALS INC	62794015103	MENTAX 1% CREAM
BIOVAIL PHARMACEUTICALS INC	00173099341	ZOVIRAX 5% OINTMENT
BIOVAIL PHARMACEUTICALS INC	00088177147	CARDIZEM 30 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177155	CARDIZEM 30 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177190	CARDIZEM 30 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177247	CARDIZEM 60 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177255	CARDIZEM 60 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177290	CARDIZEM 60 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177747	CARDIZEM SR 60 MG CAPSULE SA
BIOVAIL PHARMACEUTICALS INC	00088177847	CARDIZEM SR 90 MG CAPSULE SA
BIOVAIL PHARMACEUTICALS INC	00088177947	CARDIZEM SR 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088178147	CARDIZEM 90 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088179530	CARDIZEM CD 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179542	CARDIZEM CD 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179630	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179642	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179730	CARDIZEM CD 240 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179742	CARDIZEM CD 240 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179830	CARDIZEM CD 300 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179842	CARDIZEM CD 300 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64455079247	CARDIZEM 120 MG TABLET
BIOVAIL PHARMACEUTICALS INC	64455079549	CARDIZEM CD 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64455079649	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64455079650	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64455079749	CARDIZEM CD 240 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64455079849	CARDIZEM CD 300 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64455079942	CARDIZEM CD 360 MG CAP SA
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00087611142	CAFICIT 20 MG/ML ORAL SOLN
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597000160	AGGRENOX CAPSULE SA
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597000601	CATAPRES 0.1 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597000701	CATAPRES 0.2 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597001101	CATAPRES 0.3 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597001314	COMBIVENT INHALER
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597001701	PERSANTINE 25 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597001801	PERSANTINE 50 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597001901	PERSANTINE 75 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597002001	SERENTIL 10 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597002101	SERENTIL 25 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597002301	SERENTIL 100 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597002504	SERENTIL 25 MG/ML ORAL CONC
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597003112	CATAPRES-TTS 1 PATCH
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597003212	CATAPRES-TTS 2 PATCH
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597003334	CATAPRES-TTS 3 PATCH
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004601	VIRAMUNE 200 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004660	VIRAMUNE 200 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004661	VIRAMUNE 200 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004724	VIRAMUNE 50 MG/5 ML SUSP
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597006801	MEXITIL 150 MG CAPSULE
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597006701	MEXITIL 200 MG CAPSULE
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597006801	MEXITIL 250 MG CAPSULE
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597007017	ALUPENT 650 MCG INHALER COMP
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008062	ATROVENT 0.02% SOLUTION
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008130	ATROVENT 0.03% SPRAY
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008214	ATROVENT INHALER
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008676	ATROVENT 0.06% SPRAY
BRISTOL MYERS SQUIBB CO	00087606005	GLUCOPHAGE 500 MG TABLET
BRISTOL MYERS SQUIBB CO	00087606010	GLUCOPHAGE 500 MG TABLET
BRISTOL MYERS SQUIBB CO	00087607005	GLUCOPHAGE 850 MG TABLET
BRISTOL MYERS SQUIBB CO	00087607111	GLUCOPHAGE 1,000 MG TABLET
BRISTOL MYERS SQUIBB CO	000876681443	VIDEX 100 MG PACKET
BRISTOL MYERS SQUIBB CO	000876681543	VIDEX 167 MG PACKET
BRISTOL MYERS SQUIBB CO	000876681643	VIDEX 250 MG PACKET
BRISTOL MYERS SQUIBB CO	00087663241	VIDEX 2 GM PEDIATRIC SOLN
BRISTOL MYERS SQUIBB CO	00087663341	VIDEX 4 GM PEDIATRIC SOLN
BRISTOL MYERS SQUIBB CO	00087665001	VIDEX 25 MG TABLET CHEWABLE
BRISTOL MYERS SQUIBB CO	00087665101	VIDEX 50 MG TABLET CHEWABLE
BRISTOL MYERS SQUIBB CO	00087665201	VIDEX 100 MG TABLET CHEWABLE
BRISTOL MYERS SQUIBB CO	00087665301	VIDEX 150 MG TABLET CHEWABLE
BRISTOL MYERS SQUIBB CO	00087666515	VIDEX 200 MG TABLET CHEWABLE
BRISTOL MYERS SQUIBB CO	00015303020	CEENU 10 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00015303120	CEENU 40 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00015303220	CEENU 100 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00015303410	CEENU DOSE PACK
BRISTOL MYERS SQUIBB CO	00015308060	LYSODREN 500 MG TABLET
BRISTOL MYERS SQUIBB CO	00015309145	VEPESID 50 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00087003147	SERZONE 50 MG TABLET
BRISTOL MYERS SQUIBB CO	00087003231	SERZONE 100 MG TABLET

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
BRISTOL MYERS SQUIBB CO	00087003331	SERZONE 200 MG TABLET
BRISTOL MYERS SQUIBB CO	00087003931	SERZONE 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087004131	SERZONE 250 MG TABLET
BRISTOL MYERS SQUIBB CO	00087015846	MONOPRIL 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00087015885	MONOPRIL 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00087060942	MONOPRIL 20 MG TABLET
BRISTOL MYERS SQUIBB CO	00087060945	MONOPRIL 20 MG TABLET
BRISTOL MYERS SQUIBB CO	00087060985	MONOPRIL 20 MG TABLET
BRISTOL MYERS SQUIBB CO	00087120213	MONOPRIL 40 MG TABLET
BRISTOL MYERS SQUIBB CO	00087149201	MONOPRIL HCT 10/12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087149301	MONOPRIL HCT 20/12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087565041	STADOL NS 10 MG/ML SPRAY
BRISTOL MYERS SQUIBB CO	63653117101	PLAVIX 75 MG TABLET
BRISTOL MYERS SQUIBB CO	63653117103	PLAVIX 75 MG TABLET
BRISTOL MYERS SQUIBB CO	63653117105	PLAVIX 75 MG TABLET
BRISTOL MYERS SQUIBB CO	63653117106	PLAVIX 75 MG TABLET
BRISTOL MYERS SQUIBB CO	00087046841	POLY-VI-FLOR 0.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087047402	POLY-VI-FLOR 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00087048741	POLY-VI-FLOR 0.25 MG TAB CHW
BRISTOL MYERS SQUIBB CO	00087048841	POLY-VI-FLOR/IRON 0.25 MG TB
BRISTOL MYERS SQUIBB CO	00087607211	GLUCOVANCE 1.25/250 MG TAB
BRISTOL MYERS SQUIBB CO	00087607311	GLUCOVANCE 2.5/500 MG TAB
BRISTOL MYERS SQUIBB CO	00087607411	GLUCOVANCE 5/500 MG TAB
BRISTOL MYERS SQUIBB CO	00015111750	TEQUIN 200 MG TABLET
BRISTOL MYERS SQUIBB CO	00015111780	TEQUIN 200 MG TABLET
BRISTOL MYERS SQUIBB CO	00015111780	TEQUIN 400 MG TABLET
BRISTOL MYERS SQUIBB CO	00015111780	TEQUIN 400 MG TABLET
BRISTOL MYERS SQUIBB CO	00087667117	VIDEX EC 125 MG CAP SA
BRISTOL MYERS SQUIBB CO	00087667217	VIDEX EC 200 MG CAP SA
BRISTOL MYERS SQUIBB CO	00087667317	VIDEX EC 250 MG CAP SA
BRISTOL MYERS SQUIBB CO	00087667417	VIDEX EC 400 MG CAP SA
BRISTOL MYERS SQUIBB CO	00087772080	CEFZIL 250 MG TABLET
BRISTOL MYERS SQUIBB CO	00087772150	CEFZIL 500 MG TABLET
BRISTOL MYERS SQUIBB CO	00087772160	CEFZIL 500 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016870	COUMADIN 4 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016875	COUMADIN 4 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016890	COUMADIN 4 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016970	COUMADIN 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016975	COUMADIN 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016990	COUMADIN 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017070	COUMADIN 2 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017075	COUMADIN 2 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017090	COUMADIN 2 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017270	COUMADIN 5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017275	COUMADIN 5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017290	COUMADIN 5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017370	COUMADIN 7.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017375	COUMADIN 7.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017470	COUMADIN 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017475	COUMADIN 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017670	COUMADIN 2.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017675	COUMADIN 2.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017690	COUMADIN 2.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018870	COUMADIN 3 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018875	COUMADIN 3 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018890	COUMADIN 3 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018970	COUMADIN 6 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018975	COUMADIN 6 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018990	COUMADIN 6 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277131	AVAPRO 75 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277132	AVAPRO 75 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277215	AVAPRO 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277231	AVAPRO 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277232	AVAPRO 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277235	AVAPRO 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277315	AVAPRO 300 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277331	AVAPRO 300 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277332	AVAPRO 300 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277531	AVALIDE 150-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277532	AVALIDE 150-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277631	AVALIDE 300-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277632	AVALIDE 300-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056047030	SUSTIVA 50 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00056047330	SUSTIVA 100 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00056047492	SUSTIVA 200 MG CAPSULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310402	PROZAC 10 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310501	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310502	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310507	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310530	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310533	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310581	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310582	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310730	PROZAC 40 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777512058	PROZAC 20 MG/5 ML SOLUTION
ELAN PHARMACEUTICALS INC	00173043201	TEMOVATE 0.05% SOLUTION

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
ELI LILLY AND CO	00430043514	SARAFEM 10 MG PULVULE
ELI LILLY AND CO	00430043614	SARAFEM 20 MG PULVULE
ELI LILLY AND CO	00002300475	PROZAC WEEKLY 90 MG CAPSULE
ELI LILLY AND CO	00002416502	EVISTA 60 MG TABLET
ELI LILLY AND CO	00002416507	EVISTA 60 MG TABLET
ELI LILLY AND CO	00002416530	EVISTA 60 MG TABLET
ELI LILLY AND CO	00002400602	PROZAC 10 MG TABLET
ELI LILLY AND CO	00002400630	PROZAC 10 MG TABLET
ELI LILLY AND CO	00002411204	ZYPREXA 2.5 MG TABLET
ELI LILLY AND CO	00002411233	ZYPREXA 2.5 MG TABLET
ELI LILLY AND CO	00002411260	ZYPREXA 2.5 MG TABLET
ELI LILLY AND CO	00002411504	ZYPREXA 5 MG TABLET
ELI LILLY AND CO	00002411533	ZYPREXA 5 MG TABLET
ELI LILLY AND CO	00002411560	ZYPREXA 5 MG TABLET
ELI LILLY AND CO	00002411633	ZYPREXA 7.5 MG TABLET
ELI LILLY AND CO	00002411660	ZYPREXA 7.5 MG TABLET
ELI LILLY AND CO	00002411704	ZYPREXA 10 MG TABLET
ELI LILLY AND CO	00002411733	ZYPREXA 10 MG TABLET
ELI LILLY AND CO	00002411760	ZYPREXA 10 MG TABLET
ELI LILLY AND CO	00002441504	ZYPREXA 15 MG TABLET
ELI LILLY AND CO	00002441533	ZYPREXA 15 MG TABLET
ELI LILLY AND CO	00002441560	ZYPREXA 15 MG TABLET
ELI LILLY AND CO	00002442004	ZYPREXA 20 MG TABLET
ELI LILLY AND CO	00002442033	ZYPREXA 20 MG TABLET
ELI LILLY AND CO	00002442060	ZYPREXA 20 MG TABLET
ELI LILLY AND CO	00002312542	VANCOCIN HCL 125 MG PULVULE
ELI LILLY AND CO	00002312642	VANCOCIN HCL 250 MG PULVULE
ELI LILLY AND CO	00002445301	ZYPREXA ZYDIS 5 MG TABLET
ELI LILLY AND CO	00002445385	ZYPREXA ZYDIS 5 MG TABLET
ELI LILLY AND CO	00002445401	ZYPREXA ZYDIS 10 MG TABLET
ELI LILLY AND CO	00002445485	ZYPREXA ZYDIS 10 MG TABLET
ELI LILLY AND CO	00002445501	ZYPREXA ZYDIS 15 MG TAB
ELI LILLY AND CO	00002445585	ZYPREXA ZYDIS 15 MG TAB
ELI LILLY AND CO	00002445601	ZYPREXA ZYDIS 20 MG TABLET
ELI LILLY AND CO	00002445685	ZYPREXA ZYDIS 20 MG TAB
FERNDAL LABORATORIES INC	00496077804	ANALPRAM-HC 1% CREAM
FERNDAL LABORATORIES INC	00496080004	ANALPRAM-HC 2.5% CREAM
FERNDAL LABORATORIES INC	00496082904	ANALPRAM-HC 2.5% LOTION
FERNDAL LABORATORIES INC	00496071603	PRAMOSONE 1% CREAM
FERNDAL LABORATORIES INC	00496071604	PRAMOSONE 1% CREAM
FERNDAL LABORATORIES INC	00496072903	PRAMOSONE 1% LOTION
FERNDAL LABORATORIES INC	00496072904	PRAMOSONE 1% LOTION
FERNDAL LABORATORIES INC	00496072906	PRAMOSONE 1% LOTION
FERNDAL LABORATORIES INC	00496076304	PRAMOSONE 1% OINTMENT
FERNDAL LABORATORIES INC	00496071703	PRAMOSONE 2.5% CREAM
FERNDAL LABORATORIES INC	00496071704	PRAMOSONE 2.5% CREAM
FERNDAL LABORATORIES INC	00496072604	PRAMOSONE 2.5% LOTION
FERNDAL LABORATORIES INC	00496072606	PRAMOSONE 2.5% LOTION
FERNDAL LABORATORIES INC	00496077704	PRAMOSONE 2.5% OINTMENT
FERNDAL LABORATORIES INC	00496085745	CLINAC BPO 7% GEL
FIRST HORIZON PHARMACEUTICAL CORP	59630019012	COGNEX 10 MG CAPSULE
FIRST HORIZON PHARMACEUTICAL CORP	59630019112	COGNEX 20 MG CAPSULE
FIRST HORIZON PHARMACEUTICAL CORP	59630019212	COGNEX 30 MG CAPSULE
FIRST HORIZON PHARMACEUTICAL CORP	59630019312	COGNEX 40 MG CAPSULE
FIRST HORIZON PHARMACEUTICAL CORP	00310089139	SULAR 10 MG TABLET SA
FIRST HORIZON PHARMACEUTICAL CORP	00310089239	SULAR 20 MG TABLET SA
FIRST HORIZON PHARMACEUTICAL CORP	00310089339	SULAR 30 MG TABLET SA
FIRST HORIZON PHARMACEUTICAL CORP	59630042090	PRENATE ADVANCE TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044010	SULAR 10 MG TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044110	SULAR 20 MG TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044210	SULAR 30 MG TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044310	SULAR 40 MG TABLET
FOREST PHARMACEUTICALS INC	00456052708	FLUMADINE 50 MG/5 ML SYRUP
FOREST PHARMACEUTICALS INC	00456401001	CELEXA 10 MG TABLET
FOREST PHARMACEUTICALS INC	00456402001	CELEXA 20 MG TABLET
FOREST PHARMACEUTICALS INC	00456402063	CELEXA 20 MG TABLET
FOREST PHARMACEUTICALS INC	00456404001	CELEXA 40 MG TABLET
FOREST PHARMACEUTICALS INC	00456404063	CELEXA 40 MG TABLET
FOREST PHARMACEUTICALS INC	00456413008	CELEXA 10 MG/5 ML SOLUTION
FOREST PHARMACEUTICALS INC	00456004001	THYROLAR-1/4 STRENGTH TAB
FOREST PHARMACEUTICALS INC	00456004501	THYROLAR-1/2 STRENGTH TAB
FOREST PHARMACEUTICALS INC	00456005001	THYROLAR-1 STRENGTH TABLET
FOREST PHARMACEUTICALS INC	00456005501	THYROLAR-2 STRENGTH TABLET
FOREST PHARMACEUTICALS INC	00456006001	THYROLAR-3 STRENGTH TABLET
FOREST PHARMACEUTICALS INC	00456045701	ARMOUR THYROID 15 MG TABLET
FOREST PHARMACEUTICALS INC	00456045800	ARMOUR THYROID 30 MG TABLET
FOREST PHARMACEUTICALS INC	00456045801	ARMOUR THYROID 30 MG TABLET
FOREST PHARMACEUTICALS INC	00456045863	ARMOUR THYROID 30 MG TABLET
FOREST PHARMACEUTICALS INC	00456045900	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456045901	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456045951	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456045963	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456046001	ARMOUR THYROID 90 MG TABLET
FOREST PHARMACEUTICALS INC	00456046100	ARMOUR THYROID 120 MG TABLET
FOREST PHARMACEUTICALS INC	00456046101	ARMOUR THYROID 120 MG TABLET
FOREST PHARMACEUTICALS INC	00456046163	ARMOUR THYROID 120 MG TABLET

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
FOREST PHARMACEUTICALS INC	00456046200	ARMOUR THYROID 180 MG TABLET
FOREST PHARMACEUTICALS INC	00456046201	ARMOUR THYROID 180 MG TABLET
FOREST PHARMACEUTICALS INC	00456046301	ARMOUR THYROID 240 MG TABLET
FOREST PHARMACEUTICALS INC	00456046401	ARMOUR THYROID 300 MG TABLET
FOREST PHARMACEUTICALS INC	00456060101	BANCAP HC CAPSULE
FOREST PHARMACEUTICALS INC	00456063001	ESGIC TABLET
FOREST PHARMACEUTICALS INC	00456064508	ELIXOPHYLLIN-KI ELIXIR
FOREST PHARMACEUTICALS INC	00456064808	ELIXOPHYLLIN GG 100/100 LIQ
FOREST PHARMACEUTICALS INC	00456064816	ELIXOPHYLLIN GG 100/100 LIQ
FOREST PHARMACEUTICALS INC	00456067099	AEROBID-M AEROSOL W/ADAPTER
FOREST PHARMACEUTICALS INC	00456067299	AEROBID AEROSOL W/ADAPTER
FOREST PHARMACEUTICALS INC	00456067801	ESGIC-PLUS TABLET
FOREST PHARMACEUTICALS INC	00456412363	CERVIDIL 10 MG VAGINAL INSRT
FOREST PHARMACEUTICALS INC	00456430008	MONUROL 3 GM SACHET
FOREST PHARMACEUTICALS INC	00535001101	ESGIC TABLET
FOREST PHARMACEUTICALS INC	00785112001	LORCET-HD CAPSULE
FOREST PHARMACEUTICALS INC	00785112201	LORCET PLUS TABLET
FOREST PHARMACEUTICALS INC	00785112250	LORCET PLUS TABLET
FOREST PHARMACEUTICALS INC	00785112263	LORCET PLUS TABLET
FOREST PHARMACEUTICALS INC	00785635001	LORCET 10/650 TABLET
FOREST PHARMACEUTICALS INC	00785635050	LORCET 10/650 TABLET
FOREST PHARMACEUTICALS INC	00785635063	LORCET 10/650 TABLET
FOREST PHARMACEUTICALS INC	00456052101	FLUMADINE 100 MG TABLET
FOREST PHARMACEUTICALS INC	00456068801	TESSALON PERLE 100 MG CAP
FOREST PHARMACEUTICALS INC	00456068802	TESSALON PERLE 100 MG CAP
FOREST PHARMACEUTICALS INC	00456069801	TESSALON 200 MG CAPSULE
GILEAD SCIENCES INC	61958050101	HEPSERA 10 MG TABLET
GILEAD SCIENCES INC	61958040101	VIREAD 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173010855	RETROVIR 100 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173010856	RETROVIR 100 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173011318	RETROVIR 10 MG/ML SYRUP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173013555	WELLBUTRIN SR 150 MG TAB SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173020155	DARAPRIM 25 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173033602	BECONASE 42 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038879	BECONASE AQ 0.042% SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173045003	IMITREX 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173045301	FLONASE 0.05% NASAL SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173045900	IMITREX 50 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046800	BECONASE 42 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173047001	EPIVIR 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173047100	EPIVIR 10 MG/ML ORAL SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173050100	RETROVIR 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052600	LAMICTAL 5 MG DISPER TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052700	LAMICTAL 25 MG DISPER TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173055601	ZYBAN 150 MG TABLET SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173055602	ZYBAN 150 MG TABLET SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173056502	VALTREX 1 GM CAPLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173059500	COMBIVIR TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173059502	COMBIVIR TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173063302	LAMICTAL 25 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173063535	LEUKERAN 2 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173064255	LAMICTAL 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173064360	LAMICTAL 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173064460	LAMICTAL 200 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173066100	ZIAGEN 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173066101	ZIAGEN 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173066200	EPIVIR HBV 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173066300	EPIVIR HBV 25 MG/5 ML SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173066400	ZIAGEN 20 MG/ML SOLUTION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173066518	MEPRON 750 MG/5 ML SUSPENSION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173067200	AGENERASE 150 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173067900	AGENERASE 50 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173068101	RELENZA 5 MG DISKHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173068700	AGENERASE 15 MG/ML ORAL SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069100	TRIZIVIR TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069500	ADVAIR 100/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069502	ADVAIR 100/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069600	ADVAIR 250/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069602	ADVAIR 250/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069700	ADVAIR 500/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069702	ADVAIR 500/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173071325	MYLERAN 2 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173088025	THIOGUANINE TABLOID 40 MG TB
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173093303	VALTREX 500 MG CAPLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173093356	VALTREX 500 MG CAPLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173094755	WELLBUTRIN SR 100 MG TAB SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	59572030250	ALKERAN 2 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038700	CEFTIN 250 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038701	CEFTIN 250 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038742	CEFTIN 250 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039400	CEFTIN 500 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039401	CEFTIN 500 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039442	CEFTIN 500 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039501	CEFTIN 125 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173040600	CEFTIN 125 MG/5 ML ORAL SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173055400	CEFTIN 250 MG/5 ML ORAL SUSP

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FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173055500	CEFTIN 250 MG/5 ML ORAL SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173017755	WELLBUTRIN 75 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173017855	WELLBUTRIN 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173048400	SEREVENT 21 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173048500	SEREVENT 21 MCG INHLR REFILL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173048700	SEREVENT 21 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049100	FLOVENT 44 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049400	FLOVENT 110 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049500	FLOVENT 220 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049700	FLOVENT 44 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049800	FLOVENT 110 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049900	FLOVENT 220 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173050400	FLOVENT 250 MCG ROTADISK
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173050900	FLOVENT 100 MCG ROTADISK
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173051100	FLOVENT 50 MCG ROTADISK
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052000	SEREVENT DISKUS 50 MCG
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052100	SEREVENT DISKUS 50 MCG
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	57844052207	PURINETHOL 50 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	57844052252	PURINETHOL 50 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024255	LANOXIN 125 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024256	LANOXIN 125 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024275	LANOXIN 125 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024955	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024956	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024975	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024980	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173026427	LANOXIN 50 MCG/ML ELIXIR
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044600	ZOFRAN 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044602	ZOFRAN 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044604	ZOFRAN 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044700	ZOFRAN 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044702	ZOFRAN 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044704	ZOFRAN 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046002	IMITREX 25 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173048900	ZOFRAN 4 MG/5 ML ORAL SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052300	IMITREX 20 MG NASAL SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052400	IMITREX 5 MG NASAL SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173056100	AMERGE 1 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173056200	AMERGE 2.5 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034412	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034414	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034417	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034442	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034447	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039306	ZANTAC 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039340	ZANTAC 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039347	ZANTAC 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173094555	ZOVIRAX 800 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173094955	ZOVIRAX 400 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173095396	ZOVIRAX 200 MG/5 ML SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173099155	ZOVIRAX 200 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173099156	ZOVIRAX 200 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173032188	VENTOLIN 90 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173032198	VENTOLIN 90 MCG INH REFILL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038354	ZANTAC 15 MG/ML SYRUP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173056900	ZOFRAN ODT 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173057000	ZOFRAN ODT 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173057004	ZOFRAN ODT 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173068000	ZOFRAN 24 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173042702	ZANTAC 150 MG EFFERDOSE TAB
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173067501	MALARONE 250-100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173067601	MALARONE 62.5-25 MG PED TAB
HAWTHORN PHARMACEUTICALS	63717011201	ICAR-C PLUS SR CAPSULE
HAWTHORN PHARMACEUTICALS	63717015003	ICAR PRENATAL COMBO PACK
HOECHST ROUSSEL PHARMACEUTICALS DIV	00039005005	DIABETA 1.25MG TABLET
HOFFMANN LA ROCHE INC	00004003822	VALCYTE 450 MG TABLET
HOFFMANN LA ROCHE INC	00004005801	KLONOPIN 1 MG TABLET
HOFFMANN LA ROCHE INC	00004006801	KLONOPIN 0.5 MG TABLET
HOFFMANN LA ROCHE INC	00004009801	KLONOPIN 2 MG TABLET
HOFFMANN LA ROCHE INC	00004012101	BUMEX 1 MG TABLET
HOFFMANN LA ROCHE INC	00004012111	BUMEX 1 MG TABLET
HOFFMANN LA ROCHE INC	00004012114	BUMEX 1 MG TABLET
HOFFMANN LA ROCHE INC	00004012501	BUMEX 0.5 MG TABLET
HOFFMANN LA ROCHE INC	00004012511	BUMEX 0.5 MG TABLET
HOFFMANN LA ROCHE INC	00004014301	ROCALTROL 0.25 MCG CAPSULE
HOFFMANN LA ROCHE INC	00004014323	ROCALTROL 0.25 MCG CAPSULE
HOFFMANN LA ROCHE INC	00004014401	ROCALTROL 0.5 MCG CAPSULE
HOFFMANN LA ROCHE INC	00004016103	FANSIDAR 500/25 TABLET
HOFFMANN LA ROCHE INC	00004016201	BUMEX 2 MG TABLET
HOFFMANN LA ROCHE INC	00004016211	BUMEX 2 MG TABLET
HOFFMANN LA ROCHE INC	00004016851	VERSED 10 MG/5 ML SYRUP
HOFFMANN LA ROCHE INC	00004017202	LARIAM 250 MG TABLET
HOFFMANN LA ROCHE INC	00004018022	CARDENE SR 30 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018091	CARDENE SR 30 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018122	CARDENE SR 45 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018191	CARDENE SR 45 MG CAPSULE SA

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FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
HOFFMANN LA ROCHE INC	00004018222	CARDENE SR 60 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018301	CARDENE 20 MG CAPSULE
HOFFMANN LA ROCHE INC	00004018401	CARDENE 30 MG CAPSULE
HOFFMANN LA ROCHE INC	00004022001	HIVID 0.375 MG TABLET
HOFFMANN LA ROCHE INC	00004022101	HIVID 0.750 MG TABLET
HOFFMANN LA ROCHE INC	00004024515	INVIRASE 200 MG CAPSULE
HOFFMANN LA ROCHE INC	00004024648	FORTOVASE 200 MG SOFTGEL CAP
HOFFMANN LA ROCHE INC	00004025001	VESANOID 10 MG CAPSULE
HOFFMANN LA ROCHE INC	00004025652	XENICAL 120 MG CAPSULE
HOFFMANN LA ROCHE INC	00004025901	CELLCEPT 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004025905	CELLCEPT 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004025943	CELLCEPT 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004026001	CELLCEPT 500 MG TABLET
HOFFMANN LA ROCHE INC	00004026043	CELLCEPT 500 MG TABLET
HOFFMANN LA ROCHE INC	00004026129	CELLCEPT 200 MG/ML ORAL SUSP
HOFFMANN LA ROCHE INC	00004026201	DEMADEX 5 MG TABLET
HOFFMANN LA ROCHE INC	00004026249	DEMADEX 5 MG TABLET
HOFFMANN LA ROCHE INC	00004026301	DEMADEX 10 MG TABLET
HOFFMANN LA ROCHE INC	00004026349	DEMADEX 10 MG TABLET
HOFFMANN LA ROCHE INC	00004026401	DEMADEX 20 MG TABLET
HOFFMANN LA ROCHE INC	00004026449	DEMADEX 20 MG TABLET
HOFFMANN LA ROCHE INC	00004026501	DEMADEX 100 MG TABLET
HOFFMANN LA ROCHE INC	00004026549	DEMADEX 100 MG TABLET
HOFFMANN LA ROCHE INC	00004026706	DEMADEX 10 MG/ML AMPUL
HOFFMANN LA ROCHE INC	00004026806	DEMADEX 10 MG/ML AMPUL
HOFFMANN LA ROCHE INC	00004026948	CYTOVENE 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004027301	TORADOL 10 MG TABLET
HOFFMANN LA ROCHE INC	00004027848	CYTOVENE 500 MG CAPSULE
HOFFMANN LA ROCHE INC	00004028857	SORIATANE 10 MG CAPSULE
HOFFMANN LA ROCHE INC	00004080085	TAMIFLU 75 MG GELCAP
HOFFMANN LA ROCHE INC	00004110051	XELODA 150 MG TABLET
HOFFMANN LA ROCHE INC	00004110116	XELODA 500 MG TABLET
HOFFMANN LA ROCHE INC	00004592001	TASMAR 100 MG TABLET
HOFFMANN LA ROCHE INC	00004592101	TASMAR 200 MG TABLET
HOFFMANN LA ROCHE INC	00004620201	ANAPROX 275 MG TABLET
HOFFMANN LA ROCHE INC	00004631014	NAPROSYN 500 MG TABLET
HOFFMANN LA ROCHE INC	00004631114	NAPROSYN 375 MG TABLET
HOFFMANN LA ROCHE INC	00004631301	NAPROSYN 250 MG TABLET
HOFFMANN LA ROCHE INC	00004641501	EC-NAPROSYN 375 MG TABLET EC
HOFFMANN LA ROCHE INC	00004641601	EC-NAPROSYN 500 MG TABLET EC
HOFFMANN LA ROCHE INC	00004911500	ROCALTROL 1 MCG/ML ORAL SOLN
HOFFMANN LA ROCHE INC	00140000401	VALIUM 2 MG TABLET
HOFFMANN LA ROCHE INC	00140000501	VALIUM 5 MG TABLET
HOFFMANN LA ROCHE INC	00140000514	VALIUM 5 MG TABLET
HOFFMANN LA ROCHE INC	00140000601	VALIUM 10 MG TABLET
HOFFMANN LA ROCHE INC	00140000614	VALIUM 10 MG TABLET
HOFFMANN LA ROCHE INC	63032009125	SORIATANE 25 MG CAPSULE
HOFFMANN LA ROCHE INC	00004081095	TAMIFLU ORAL SUSPENSION
IMMUNEX CORP	58406042534	ENBREL 25 MG KIT
IMMUNEX CORP	58406042541	ENBREL 25 MG KIT
JOHNSON & JOHNSON GROUP	17314585002	CONCERTA 18 MG TABLET SA
JOHNSON & JOHNSON GROUP	17314585102	CONCERTA 36 MG TABLET SA
JOHNSON & JOHNSON GROUP	17314585202	CONCERTA 54 MG TABLET SA
JOHNSON & JOHNSON GROUP	00045032560	PARAFON FORTE DSC 500 MG CPT
JOHNSON & JOHNSON GROUP	00045034160	PANCREASE MT 4 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045034260	PANCREASE MT 10 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045034360	PANCREASE MT 16 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045034660	PANCREASE MT 20 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045041460	TOLECTIN DS 400 MG CAPSULE
JOHNSON & JOHNSON GROUP	00045041660	TOLECTIN 600 MG TABLET
JOHNSON & JOHNSON GROUP	00045050816	TYLENOL W/CODEINE ELIXIR
JOHNSON & JOHNSON GROUP	00045051360	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051370	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051372	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051373	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051380	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051580	TYLENOL W/CODEINE #4 TABLET
JOHNSON & JOHNSON GROUP	00045051570	TYLENOL W/CODEINE #4 TABLET
JOHNSON & JOHNSON GROUP	00045052660	TYLOX 5/500 CAPSULE
JOHNSON & JOHNSON GROUP	00045052679	TYLOX 5/500 CAPSULE
JOHNSON & JOHNSON GROUP	00045063965	TOPAMAX 25 MG TABLET
JOHNSON & JOHNSON GROUP	00045064185	TOPAMAX 100 MG TABLET
JOHNSON & JOHNSON GROUP	00045064265	TOPAMAX 200 MG TABLET
JOHNSON & JOHNSON GROUP	00045064565	TOPAMAX 25 MG SPRINKLE CAP
JOHNSON & JOHNSON GROUP	00045064765	TOPAMAX 15 MG SPRINKLE CAP
JOHNSON & JOHNSON GROUP	00045065010	ULTRACET TABLET
JOHNSON & JOHNSON GROUP	00045065060	ULTRACET TABLET
JOHNSON & JOHNSON GROUP	00045065910	ULTRAM 50 MG TABLET
JOHNSON & JOHNSON GROUP	00045065960	ULTRAM 50 MG TABLET
JOHNSON & JOHNSON GROUP	00045065970	ULTRAM 50 MG TABLET
JOHNSON & JOHNSON GROUP	00045068233	VASCOR 200 MG TABLET
JOHNSON & JOHNSON GROUP	00045068333	VASCOR 300 MG TABLET
JOHNSON & JOHNSON GROUP	00045081015	REGRANEX 0.01% GEL
JOHNSON & JOHNSON GROUP	00045152010	LEVAQUIN 250 MG TABLET
JOHNSON & JOHNSON GROUP	00045152050	LEVAQUIN 250 MG TABLET
JOHNSON & JOHNSON GROUP	00045152510	LEVAQUIN 500 MG TABLET

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FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
JOHNSON & JOHNSON GROUP	00045152550	LEVAQUIN 500 MG TABLET
JOHNSON & JOHNSON GROUP	00045153010	LEVAQUIN 750 MG TABLET
JOHNSON & JOHNSON GROUP	00045153050	LEVAQUIN 750 MG TABLET
JOHNSON & JOHNSON GROUP	00062007507	RETIN-A 0.05% LIQUID
JOHNSON & JOHNSON GROUP	00062016501	RETIN-A 0.025% CREAM
JOHNSON & JOHNSON GROUP	00062016502	RETIN-A 0.025% CREAM
JOHNSON & JOHNSON GROUP	00062017512	RETIN-A 0.05% CREAM
JOHNSON & JOHNSON GROUP	00062017513	RETIN-A 0.05% CREAM
JOHNSON & JOHNSON GROUP	00062018503	RENOVA 0.05% CREAM
JOHNSON & JOHNSON GROUP	00062018505	RENOVA 0.05% CREAM
JOHNSON & JOHNSON GROUP	00062018702	RENOVA 0.02% CREAM
JOHNSON & JOHNSON GROUP	00062019002	RETIN-A MICRO 0.1% GEL
JOHNSON & JOHNSON GROUP	00062019003	RETIN-A MICRO 0.1% GEL
JOHNSON & JOHNSON GROUP	00062020604	GRIFULVIN V 125 MG/5 ML SUSP
JOHNSON & JOHNSON GROUP	00062027501	RETIN-A 0.1% CREAM
JOHNSON & JOHNSON GROUP	00062027523	RETIN-A 0.1% CREAM
JOHNSON & JOHNSON GROUP	00062047542	RETIN-A 0.025% GEL
JOHNSON & JOHNSON GROUP	00062047545	RETIN-A 0.025% GEL
JOHNSON & JOHNSON GROUP	00062057544	RETIN-A 0.01% GEL
JOHNSON & JOHNSON GROUP	00062057546	RETIN-A 0.01% GEL
JOHNSON & JOHNSON GROUP	00062118501	ERYCETTE 2% PLEDGETS
JOHNSON & JOHNSON GROUP	00062133215	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00062133220	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00062154002	FLOXIN 200 MG TABLET
JOHNSON & JOHNSON GROUP	00062154102	FLOXIN 300 MG TABLET
JOHNSON & JOHNSON GROUP	00062154201	FLOXIN 400 MG TABLET
JOHNSON & JOHNSON GROUP	00062171415	MODICON 28 TABLET
JOHNSON & JOHNSON GROUP	00062176115	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	00062177115	ORTHO-NOVUM 10/11-28 TABLET
JOHNSON & JOHNSON GROUP	00062178115	ORTHO-NOVUM 7/7/7-28 TABLET
JOHNSON & JOHNSON GROUP	00062178120	ORTHO-NOVUM 7/7/7-28 TABLET
JOHNSON & JOHNSON GROUP	00062178122	ORTHO-NOVUM 7/7/7-28 TABLET
JOHNSON & JOHNSON GROUP	00062179615	ORTHO-CEPT 28 DAY TABLET
JOHNSON & JOHNSON GROUP	00062190115	ORTHO-CYCLEN 28 TABLET
JOHNSON & JOHNSON GROUP	00062190315	ORTHO TRI-CYCLEN 28 TABLET
JOHNSON & JOHNSON GROUP	00062535001	TERAZOL 7 CREAM
JOHNSON & JOHNSON GROUP	00062535101	TERAZOL 3 80 MG SUPPOSITORY
JOHNSON & JOHNSON GROUP	00062535601	TERAZOL 3 CREAM
JOHNSON & JOHNSON GROUP	00062543401	MONISTAT-DERM 2% CREAM
JOHNSON & JOHNSON GROUP	00062543402	MONISTAT-DERM 2% CREAM
JOHNSON & JOHNSON GROUP	00062543403	MONISTAT-DERM 2% CREAM
JOHNSON & JOHNSON GROUP	00062543701	MONISTAT 3 200 MG VAG SUPP
JOHNSON & JOHNSON GROUP	00062546001	SPECTAZOLE 1% CREAM
JOHNSON & JOHNSON GROUP	00062546002	SPECTAZOLE 1% CREAM
JOHNSON & JOHNSON GROUP	00062546003	SPECTAZOLE 1% CREAM
JOHNSON & JOHNSON GROUP	00107133207	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00107133227	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00107171427	MODICON 28 TABLET
JOHNSON & JOHNSON GROUP	00107176104	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	00107176107	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	00107176127	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	17314283603	TESTODERM 6 MG/24HR PATCH
JOHNSON & JOHNSON GROUP	17314460803	TESTODERM 4 MG/24HR PATCH
JOHNSON & JOHNSON GROUP	17314480903	TESTODERM 6 MG/24HR PATCH
JOHNSON & JOHNSON GROUP	17314920001	DITROPAN 5 MG TABLET
JOHNSON & JOHNSON GROUP	17314920002	DITROPAN 5 MG TABLET
JOHNSON & JOHNSON GROUP	17314920003	DITROPAN 5 MG TABLET
JOHNSON & JOHNSON GROUP	17314920104	DITROPAN 5 MG/5 ML SYRUP
JOHNSON & JOHNSON GROUP	17314922001	URISPAS 100 MG TABLET
JOHNSON & JOHNSON GROUP	17314930001	ELMIRON 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	17314932001	POLYCITRA-K CRYSTALS PACKET
JOHNSON & JOHNSON GROUP	17314932101	POLYCITRA-K SOLUTION
JOHNSON & JOHNSON GROUP	17314932201	POLYCITRA SYRUP
JOHNSON & JOHNSON GROUP	17314932301	POLYCITRA-LC SOLUTION S/F
JOHNSON & JOHNSON GROUP	17314933001	BICITRA SOLUTION
JOHNSON & JOHNSON GROUP	17314940001	MYCELEX 10 MG TROCHE
JOHNSON & JOHNSON GROUP	17314940002	MYCELEX 10 MG TROCHE
JOHNSON & JOHNSON GROUP	17314940003	MYCELEX 10 MG TROCHE
JOHNSON & JOHNSON GROUP	50458003305	DURAGESIC 25 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458003405	DURAGESIC 50 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458003505	DURAGESIC 75 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458003605	DURAGESIC 100 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458022010	NIZORAL 200 MG TABLET
JOHNSON & JOHNSON GROUP	50458022115	NIZORAL 2% CREAM
JOHNSON & JOHNSON GROUP	50458022130	NIZORAL 2% CREAM
JOHNSON & JOHNSON GROUP	50458022160	NIZORAL 2% CREAM
JOHNSON & JOHNSON GROUP	50458022304	NIZORAL 2% SHAMPOO
JOHNSON & JOHNSON GROUP	50458029001	SPORANOX 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	50458029004	SPORANOX 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	50458029028	SPORANOX 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	50458030001	RISPERDAL 1 MG TABLET
JOHNSON & JOHNSON GROUP	50458030006	RISPERDAL 1 MG TABLET
JOHNSON & JOHNSON GROUP	50458030050	RISPERDAL 1 MG TABLET
JOHNSON & JOHNSON GROUP	50458030104	RISPERDAL 0.25 MG TABLET
JOHNSON & JOHNSON GROUP	50458030150	RISPERDAL 0.25 MG TABLET
JOHNSON & JOHNSON GROUP	50458030206	RISPERDAL 0.5 MG TABLET

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
JOHNSON & JOHNSON GROUP	50458030250	RISPERDAL 0.5 MG TABLET
JOHNSON & JOHNSON GROUP	50458030503	RISPERDAL 1 MG/ML SOLUTION
JOHNSON & JOHNSON GROUP	50458032001	RISPERDAL 2 MG TABLET
JOHNSON & JOHNSON GROUP	50458032006	RISPERDAL 2 MG TABLET
JOHNSON & JOHNSON GROUP	50458032050	RISPERDAL 2 MG TABLET
JOHNSON & JOHNSON GROUP	50458033001	RISPERDAL 3 MG TABLET
JOHNSON & JOHNSON GROUP	50458033006	RISPERDAL 3 MG TABLET
JOHNSON & JOHNSON GROUP	50458033050	RISPERDAL 3 MG TABLET
JOHNSON & JOHNSON GROUP	50458035001	RISPERDAL 4 MG TABLET
JOHNSON & JOHNSON GROUP	50458035006	RISPERDAL 4 MG TABLET
JOHNSON & JOHNSON GROUP	50458039060	REMINYL 4 MG TABLET
JOHNSON & JOHNSON GROUP	50458039160	REMINYL 8 MG TABLET
JOHNSON & JOHNSON GROUP	50458039260	REMINYL 12 MG TABLET
JOHNSON & JOHNSON GROUP	50458039910	REMINYL 4 MG/ML ORAL SOL
JOHNSON & JOHNSON GROUP	62856024330	ACIPHEX 20 MG TABLET EC
JOHNSON & JOHNSON GROUP	62856024341	ACIPHEX 20 MG TABLET EC
JOHNSON & JOHNSON GROUP	62856024390	ACIPHEX 20 MG TABLET EC
JOHNSON & JOHNSON GROUP	50458027036	ERGAMISOL 50MG TABLET
JOHNSON & JOHNSON GROUP	50458029515	SPORANOX 10 MG/ML SOLUTION
KOS PHARMACEUTICALS INC	60598000101	NIASPAN 500 MG TABLET SA
KOS PHARMACEUTICALS INC	60598000201	NIASPAN 750 MG TABLET SA
KOS PHARMACEUTICALS INC	60598000301	NIASPAN 1,000 MG TABLET SA
KOS PHARMACEUTICALS INC	60598000690	ADVICOR 500 MG/20 MG TABLET
KOS PHARMACEUTICALS INC	60598000890	ADVICOR 1,000 MG/20 MG TABLET
MCR AMERICAN PHARMACEUTICALS INC	58605051301	ALLFEN 1,000 MG TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605051401	MAXIFED-G TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605052001	MAXIFED 700/80 TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605052101	ALLFEN-DM TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605052601	MAXIFED DM TABLET SA
MEDICIS DERMATOLOGICS INC	99207001960	A/T/S 2% TOPICAL SOLUTION
MERCK AND CO INC	00006001528	PRINIVIL 2.5 MG TABLET
MERCK AND CO INC	00006001531	PRINIVIL 2.5 MG TABLET
MERCK AND CO INC	00006001558	PRINIVIL 2.5 MG TABLET
MERCK AND CO INC	00006001928	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001958	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001982	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001986	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001987	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001994	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006010628	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010631	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010658	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010672	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010682	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010687	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010694	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006014031	PRINZIDE 20/12.5 TABLET
MERCK AND CO INC	00006014058	PRINZIDE 20/12.5 TABLET
MERCK AND CO INC	00006014231	PRINZIDE 20/25 TABLET
MERCK AND CO INC	00006014258	PRINZIDE 20/25 TABLET
MERCK AND CO INC	00006014531	PRINZIDE 10/12.5 TABLET
MERCK AND CO INC	00006014558	PRINZIDE 10/12.5 TABLET
MERCK AND CO INC	00006020728	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020731	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020758	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020772	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020782	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020787	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020794	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006023758	PRINIVIL 40 MG TABLET
MERCK AND CO INC	00006001972	PRINIVIL 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00066049425	BENZAFLIN GEL
MERRELL PHARMACEUTICALS INC	00075006037	AZMACORT INHALER
MERRELL PHARMACEUTICALS INC	00075150618	NASACORT AQ NASAL SPRAY
MERRELL PHARMACEUTICALS INC	00075150543	NASACORT NASAL INHALER
MERRELL PHARMACEUTICALS INC	00088109047	ALLEGRA-D TABLET SA
MERRELL PHARMACEUTICALS INC	00088109049	ALLEGRA-D TABLET SA
MERRELL PHARMACEUTICALS INC	00088109055	ALLEGRA-D TABLET SA
MERRELL PHARMACEUTICALS INC	00088110647	ALLEGRA 30 MG TABLET
MERRELL PHARMACEUTICALS INC	00088110747	ALLEGRA 60 MG TABLET
MERRELL PHARMACEUTICALS INC	00088110947	ALLEGRA 180 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022110	AMARYL 1 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022210	AMARYL 2 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022211	AMARYL 2 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022310	AMARYL 4 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022311	AMARYL 4 MG TABLET
MERRELL PHARMACEUTICALS INC	00088216030	ARAVA 10 MG TABLET
MERRELL PHARMACEUTICALS INC	00088216130	ARAVA 20 MG TABLET
MERRELL PHARMACEUTICALS INC	60793001114	INTAL INHALER
MERRELL PHARMACEUTICALS INC	00585067302	INTAL NEBULIZER SOLUTION
MERRELL PHARMACEUTICALS INC	00585067303	INTAL NEBULIZER SOLUTION
MERRELL PHARMACEUTICALS INC	00039005110	DIABETA 2.5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005111	DIABETA 2.5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005150	DIABETA 2.5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005210	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005211	DIABETA 5 MG TABLET

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FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
MERRELL PHARMACEUTICALS INC	00039006250	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006270	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006305	DIABETA 1.25 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006011	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006013	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006050	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006070	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006605	LASIX 80 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006650	LASIX 80 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006710	LASIX 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006750	LASIX 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006770	LASIX 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00039007810	TRENTAL 400 MG TABLET SA
MERRELL PHARMACEUTICALS INC	00039007811	TRENTAL 400 MG TABLET SA
MERRELL PHARMACEUTICALS INC	00068000701	NORPRAMIN 10 MG TABLET
MERRELL PHARMACEUTICALS INC	00068001101	NORPRAMIN 25 MG TABLET
MERRELL PHARMACEUTICALS INC	00068001501	NORPRAMIN 50 MG TABLET
MERRELL PHARMACEUTICALS INC	00068001901	NORPRAMIN 75 MG TABLET
MERRELL PHARMACEUTICALS INC	00068002001	NORPRAMIN 100 MG TABLET
MERRELL PHARMACEUTICALS INC	00068002150	NORPRAMIN 150 MG TABLET
MERRELL PHARMACEUTICALS INC	00068003701	CANTIL 25 MG TABLET
MERRELL PHARMACEUTICALS INC	00068022630	CLOMID 50 MG TABLET
MERRELL PHARMACEUTICALS INC	00068027761	HIPREX 1 GM TABLET
MERRELL PHARMACEUTICALS INC	00068069761	TENUATE 25 MG TABLET
MERRELL PHARMACEUTICALS INC	00068069861	TENUATE DOSPAN 75 MG TAB SA
MERRELL PHARMACEUTICALS INC	00068069862	TENUATE DOSPAN 75 MG TAB SA
MERRELL PHARMACEUTICALS INC	00088111114	NILANDRON 150 MG TABLET
MERRELL PHARMACEUTICALS INC	00068050830	RIFADIN 300 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00068050860	RIFADIN 300 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00068050861	RIFADIN 300 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00068050960	RIFAMATE CAPSULE
MERRELL PHARMACEUTICALS INC	00068051030	RIFADIN 150 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00088057641	RIFATER TABLET
MERRELL PHARMACEUTICALS INC	00088210003	PRIFTIN 150 MG TABLET
MONARCH PHARMACEUTICALS INC	61570017501	CORZIDE 40/5 TABLET
MONARCH PHARMACEUTICALS INC	61570017601	CORZIDE 80/5 TABLET
MONARCH PHARMACEUTICALS INC	61570020001	CORGARD 20 MG TABLET
MONARCH PHARMACEUTICALS INC	61570020101	CORGARD 40 MG TABLET
MONARCH PHARMACEUTICALS INC	61570020110	CORGARD 40 MG TABLET
MONARCH PHARMACEUTICALS INC	61570020201	CORGARD 80 MG TABLET
MONARCH PHARMACEUTICALS INC	61570020210	CORGARD 80 MG TABLET
MONARCH PHARMACEUTICALS INC	61570020301	CORGARD 120 MG TABLET
MONARCH PHARMACEUTICALS INC	61570020401	CORGARD 160 MG TABLET
MONARCH PHARMACEUTICALS INC	61570012563	PREFEST TABLET
NOVARTIS PHARMACEUTICALS CORP	00028015101	CATAFLAM 50 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078003302	CAFERGOT SUPPOSITORY
NOVARTIS PHARMACEUTICALS CORP	00078012605	CLOZARIL 25 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078012606	CLOZARIL 25 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078012705	CLOZARIL 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078012706	CLOZARIL 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078017905	LAMISIL 250 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078017915	LAMISIL 250 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078032882	LAMISIL 1% SOLUTION
NOVARTIS PHARMACEUTICALS CORP	00078033605	TRILEPTAL 150 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078033606	TRILEPTAL 150 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078033705	TRILEPTAL 300 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078033706	TRILEPTAL 300 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078033805	TRILEPTAL 600 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078033806	TRILEPTAL 600 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078035105	STARLIX 60 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078035205	STARLIX 120 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078037745	COMBIPATCH 0.05/0.14 MG PTCH
NOVARTIS PHARMACEUTICALS CORP	00078037845	COMBIPATCH 0.05/0.25 MG PTCH
NOVARTIS PHARMACEUTICALS CORP	00083001976	TEGRETOL 100 MG/5 ML SUSP
NOVARTIS PHARMACEUTICALS CORP	00083002730	TEGRETOL 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083002732	TEGRETOL 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083002740	TEGRETOL 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083005230	TEGRETOL 100 MG TABLET CHEW
NOVARTIS PHARMACEUTICALS CORP	00083005232	TEGRETOL 100 MG TABLET CHEW
NOVARTIS PHARMACEUTICALS CORP	00083006030	TEGRETOL XR 400 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083006130	TEGRETOL XR 100 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083006230	TEGRETOL XR 200 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00078017605	LESCOL 20 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078017615	LESCOL 20 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078023405	LESCOL 40 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078023415	LESCOL 40 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00028005801	VOLTAREN 25MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00028010801	LAMPRENE 50 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00028016201	VOLTAREN 50MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00028016401	VOLTAREN 75MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00028020501	VOLTAREN-XR 100 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00028025801	VOLTAREN 25 MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00028026201	VOLTAREN 50 MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00028026401	VOLTAREN 75 MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00078001705	PARLODEL 2.5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078001715	PARLODEL 2.5 MG TABLET

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
NOVARTIS PHARMACEUTICALS CORP	00078010205	PARLODEL 5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078010215	PARLODEL 5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032306	EXELON 1.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032344	EXELON 1.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032406	EXELON 3 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032444	EXELON 3 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032506	EXELON 4.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032544	EXELON 4.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032606	EXELON 8 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032644	EXELON 8 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032705	COMTAN 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078033931	EXELON 2 MG/ML ORAL SOLUTION
NOVARTIS PHARMACEUTICALS CORP	00028003501	LOPRESSOR HCT 50/25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00028005101	LOPRESSOR 50 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00028005110	LOPRESSOR 50 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00028005301	LOPRESSOR HCT 100/25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00028007101	LOPRESSOR 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00028007110	LOPRESSOR 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00028007161	LOPRESSOR 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00028007301	LOPRESSOR HCT 100/50 TABLET
NOVARTIS PHARMACEUTICALS CORP	00028420133	LOPRESSOR 1 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00078005805	SANSERT 2 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078010305	FIORINAL CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078010308	FIORINAL CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078010705	FIORINAL/CODEINE #3 CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078024915	FEMARA 2.5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078035405	LESCOL XL 80 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00078035415	LESCOL XL 80 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083005730	LOTENSIN HCT 5/6.25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083005930	LOTENSIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083005932	LOTENSIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083005990	LOTENSIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083006330	LOTENSIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083006332	LOTENSIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083006390	LOTENSIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007230	LOTENSIN HCT 10/12.5 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007430	LOTENSIN HCT 20/12.5 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007530	LOTENSIN HCT 20/25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007930	LOTENSIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007932	LOTENSIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007990	LOTENSIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083009430	LOTENSIN 40 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083009432	LOTENSIN 40 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083009490	LOTENSIN 40 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083225530	LOTREL 2.5/10 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00083226030	LOTREL 5/10 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00083226530	LOTREL 5/20 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00083231008	ESTRADERM 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083231062	ESTRADERM 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232008	ESTRADERM 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232062	ESTRADERM 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078031190	MICALCIN 200 UNITS NASAL SPRA
NOVARTIS PHARMACEUTICALS CORP	00078034342	VIVELLE-DOT 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034345	VIVELLE-DOT 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034442	VIVELLE-DOT 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034445	VIVELLE-DOT 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034542	VIVELLE-DOT 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034545	VIVELLE-DOT 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034642	VIVELLE-DOT 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034645	VIVELLE-DOT 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232508	VIVELLE 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232562	VIVELLE 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232708	VIVELLE 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232762	VIVELLE 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083000330	RITALIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083000730	RITALIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083001630	RITALIN-SR 20 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083003430	RITALIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078037366	GLEEVEC 100 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078005303	METHERGINE 0.2 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00078005405	METHERGINE 0.2 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078035752	TRILEPTAL 300 MG/5 ML SUSP
NOVARTIS PHARMACEUTICALS CORP	00078037540	ELIDEL 1% CREAM
NOVARTIS PHARMACEUTICALS CORP	00078037546	ELIDEL 1% CREAM
NOVARTIS PHARMACEUTICALS CORP	00078037563	ELIDEL 1% CREAM
NOVARTIS PHARMACEUTICALS CORP	00078037742	COMBIPATCH 0.05/0.14 MG PTCH
NOVARTIS PHARMACEUTICALS CORP	00078037842	COMBIPATCH 0.05/0.25 MG PTCH
NOVARTIS PHARMACEUTICALS CORP	00078038005	FOCALIN 2.5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078038105	FOCALIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078038205	FOCALIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083002430	CYTADREN 250 MG TABLET
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169008181	PRANDIN 0.5 MG TABLET
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169008281	PRANDIN 1 MG TABLET
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169008481	PRANDIN 2 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473069701	URECHOLINE 5 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473070001	URECHOLINE 50 MG TABLET

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
ODYSSEY PHARMACEUTICALS INC	65473070101	VIVACTIL 5 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473070201	VIVACTIL 10 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473070301	URECHOLINE 10 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473070401	URECHOLINE 25 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473071801	SURMONTIL 25 MG CAPSULE
ODYSSEY PHARMACEUTICALS INC	65473071901	SURMONTIL 50 MG CAPSULE
ODYSSEY PHARMACEUTICALS INC	65473072001	SURMONTIL 100 MG CAPSULE
ORGANON USA INC	00052028306	CYCLESSA 28 DAY TABLET
ORGANON USA INC	00052028106	DESOGEN 28 DAY TABLET
ORGANON USA INC	00052028106	MIRCETTE 28 DAY TABLET
ORGANON USA INC	00052010530	REMERON 15 MG TABLET
ORGANON USA INC	00052010590	REMERON 15 MG TABLET
ORGANON USA INC	00052010730	REMERON 30 MG TABLET
ORGANON USA INC	00052010790	REMERON 30 MG TABLET
ORGANON USA INC	00052010930	REMERON 45 MG TABLET
OVATION PHARMACEUTICALS INC	00024225304	WINSTROL 2 MG TABLET
OVATION PHARMACEUTICALS INC	67386080102	MEBARAL 32 MG TABLET
OVATION PHARMACEUTICALS INC	67386080202	MEBARAL 50 MG TABLET
OVATION PHARMACEUTICALS INC	67386080302	MEBARAL 100 MG TABLET
PAN AMERICAN LABORATORIES INC	00525942216	PANCOF HC LIQUID
PAN AMERICAN LABORATORIES INC	00525975816	PANCOF XP LIQUID
PAN AMERICAN LABORATORIES INC	00525076801	PANMIST JR 595/48 TABLET
PAN AMERICAN LABORATORIES INC	00525079201	PANMIST LA 795/85 TABLET
PAN AMERICAN LABORATORIES INC	00525079516	PANMIST DM SYRUP
PEDIAMED TM PHARMACEUTICALS INC	68346003158	VIRAVAN-S SUSPENSION
PEDIAMED TM PHARMACEUTICALS INC	68346003185	VIRAVAN-S SUSPENSION
PEDIAMED TM PHARMACEUTICALS INC	68346003223	VIRAVAN-T TABLET CHEWABLE
PFIZER LABORATORIES DIV PFIZER INC	00062208006	AXERT 6.25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00062208506	AXERT 12.5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00024230020	KERLONE 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00024230110	KERLONE 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025006131	LOMOTIL TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025006134	LOMOTIL TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025006151	LOMOTIL TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025006152	LOMOTIL TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025006155	LOMOTIL TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025006802	LOMOTIL LIQUID
PFIZER LABORATORIES DIV PFIZER INC	00025016608	SYNAREL 2 MG/ML NASAL SPRAY
PFIZER LABORATORIES DIV PFIZER INC	00025177131	CALAN 40 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025185131	CALAN 80 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025185151	CALAN 80 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025185152	CALAN 80 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025186131	CALAN 120 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025186152	CALAN 120 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025189131	CALAN SR 240 MG CAPLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025189134	CALAN SR 240 MG CAPLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025189151	CALAN SR 240 MG CAPLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025190131	CALAN SR 120 MG CAPLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025190134	CALAN SR 120 MG CAPLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025191131	CALAN SR 180 MG CAPLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025191134	CALAN SR 180 MG CAPLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025152031	CELEBREX 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025152034	CELEBREX 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025152051	CELEBREX 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025152531	CELEBREX 200 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025152534	CELEBREX 200 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025152551	CELEBREX 200 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071000724	DILANTIN 50 MG INFATAB
PFIZER LABORATORIES DIV PFIZER INC	00071000740	DILANTIN 50 MG INFATAB
PFIZER LABORATORIES DIV PFIZER INC	00071015523	LIPITOR 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015534	LIPITOR 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015540	LIPITOR 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015823	LIPITOR 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015840	LIPITOR 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015723	LIPITOR 40 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015823	LIPITOR 80 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071022006	ACCURETIC 20-12.5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071022206	ACCURETIC 10-12.5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071022306	ACCURETIC 20-25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071023724	ZARONTIN 250 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071027024	NARDIL 15 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071036224	DILANTIN 100 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071036232	DILANTIN 100 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071036240	DILANTIN 100 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071036524	DILANTIN 30 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071041624	NEURONTIN 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071042824	NEURONTIN 800 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071052524	CELONTIN 300 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071052723	ACCUPRIL 5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071052740	ACCUPRIL 5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053023	ACCUPRIL 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053040	ACCUPRIL 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053223	ACCUPRIL 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053240	ACCUPRIL 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053523	ACCUPRIL 40 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053724	CELONTIN KAPSEAL 150 MG

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
PFIZER LABORATORIES DIV PFIZER INC	00071073720	LOPID 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071073730	LOPID 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071080324	NEURONTIN 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080340	NEURONTIN 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080524	NEURONTIN 300 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080540	NEURONTIN 300 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080624	NEURONTIN 400 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080640	NEURONTIN 400 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071091345	LOESTRIN FE 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091348	LOESTRIN FE 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091548	LOESTRIN 21 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091648	LOESTRIN 21 1.5/30 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091745	LOESTRIN FE 1.5/30 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091748	LOESTRIN FE 1.5/30 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071092815	ESTROSTEP FE-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071092847	ESTROSTEP FE-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071221420	DILANTIN 125 MG/5 ML SUSP
PFIZER LABORATORIES DIV PFIZER INC	00071241823	ZARONTIN 250 MG/5 ML SYRUP
PFIZER LABORATORIES DIV PFIZER INC	00430054414	FEMHRT 1/5 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00430054423	FEMHRT 1/5 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025182131	FLAGYL 500 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025182150	FLAGYL 500 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025182151	FLAGYL 500 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025183131	FLAGYL 250 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025183150	FLAGYL 250 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025183155	FLAGYL 250 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025194234	FLAGYL 375 CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025194250	FLAGYL 375 CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025196130	FLAGYL ER 750 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025100131	ALDACTONE 25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025100151	ALDACTONE 25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025100155	ALDACTONE 25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025101131	ALDACTAZIDE 25/25 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025101155	ALDACTAZIDE 25/25 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025102131	ALDACTAZIDE 50/50 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025103131	ALDACTONE 100 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025103134	ALDACTONE 100 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025104131	ALDACTONE 50 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025104134	ALDACTONE 50 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025138131	DAYPRO 600 MG CAPLET
PFIZER LABORATORIES DIV PFIZER INC	00025138134	DAYPRO 600 MG CAPLET
PFIZER LABORATORIES DIV PFIZER INC	00025138151	DAYPRO 600 MG CAPLET
PFIZER LABORATORIES DIV PFIZER INC	00025141134	ARTHROTEC 50 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025141160	ARTHROTEC 50 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025141190	ARTHROTEC 50 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025142134	ARTHROTEC 75 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025142160	ARTHROTEC 75 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025145120	CYTOTEC 100 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025145134	CYTOTEC 100 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025145160	CYTOTEC 100 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025146131	CYTOTEC 200 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025146134	CYTOTEC 200 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025146160	CYTOTEC 200 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025201131	COVERA-HS 180 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025201134	COVERA-HS 180 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025202131	COVERA-HS 240 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025202134	COVERA-HS 240 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025273231	NORPACE CR 100 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025273234	NORPACE CR 100 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025273251	NORPACE CR 100 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025274231	NORPACE CR 150 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025274234	NORPACE CR 150 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025274251	NORPACE CR 150 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025275231	NORPACE 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025275252	NORPACE 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025276231	NORPACE 150 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025008109	DEMULEN 1/50-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025008124	DEMULEN 1/50-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025016109	DEMULEN 1/35-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025016124	DEMULEN 1/35-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00049559093	ATARAX 10 MG/5 ML SYRUP
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000705	MACRODANTIN 25 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000805	MACRODANTIN 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000866	MACRODANTIN 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000887	MACRODANTIN 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000905	MACRODANTIN 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000987	MACRODANTIN 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003005	DANTRIM 25 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003086	DANTRIM 25 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003105	DANTRIM 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003305	DANTRIM 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149040560	DIDRONEL 200 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149040660	DIDRONEL 400 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149047001	ACTONEL 30 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149047101	ACTONEL 5 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149047103	ACTONEL 5 MG TABLET

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149071001	MACROBID 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149075202	ASACOL 400 MG TABLET EC
PROMETHEUS LABORATORIES INC	65483009306	RIDAURA 3 MG CAPSULE
PROMETHEUS LABORATORIES INC	65483039110	TRANDATE 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483039111	TRANDATE 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483039150	TRANDATE 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483039210	TRANDATE 200 MG TABLET
PROMETHEUS LABORATORIES INC	65483039222	TRANDATE 200 MG TABLET
PROMETHEUS LABORATORIES INC	65483039250	TRANDATE 200 MG TABLET
PROMETHEUS LABORATORIES INC	65483039310	TRANDATE 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483039333	TRANDATE 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483039350	TRANDATE 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483049514	HELIDAC THERAPY
PROMETHEUS LABORATORIES INC	65483059010	IMURAN 50 MG TABLET
PROMETHEUS LABORATORIES INC	65483099110	ZYLOPRIM 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483099310	ZYLOPRIM 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483099350	ZYLOPRIM 300 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050050	TRILISATE 500 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050080	TRILISATE 500 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050550	TRILISATE 750 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050580	TRILISATE 750 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034051080	TRILISATE 1,000 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034549006	CERUMENEX 10% EAR DROPS
PURDUE PHARMACEUTICAL PRODUCTS LP	00034549012	CERUMENEX 10% EAR DROPS
RECKITT BENCKISER HEALTHCARE UK LIMITED	12496075701	BUPRENEX 0.3 MG/ML AMPUL
RELIANT PHARMACEUTICALS INC	65726022615	DYNACIRC 2.5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726022625	DYNACIRC 2.5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726022715	DYNACIRC 5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726022725	DYNACIRC 5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726023510	DYNACIRC CR 5 MG TABLET SA
RELIANT PHARMACEUTICALS INC	65726023525	DYNACIRC CR 5 MG TABLET SA
RELIANT PHARMACEUTICALS INC	65726023610	DYNACIRC CR 10 MG TABLET SA
RELIANT PHARMACEUTICALS INC	65726023625	DYNACIRC CR 10 MG TABLET SA
ROXANE LABORATORIES INC	00054474825	TORECAN 10 MG TABLET
SANOFI SYNTHELABO INC	00024079375	ELIGARD 7.5 MG SYRINGE
SANOFI SYNTHELABO INC	00024540131	AMBIEN 5 MG TABLET
SANOFI SYNTHELABO INC	00024540134	AMBIEN 5 MG TABLET
SANOFI SYNTHELABO INC	00024542131	AMBIEN 10 MG TABLET
SANOFI SYNTHELABO INC	00024542134	AMBIEN 10 MG TABLET
SANOFI SYNTHELABO INC	00024008401	ARALEN PHOSPHATE 500 MG TAB
SANOFI SYNTHELABO INC	00024028016	BRONCHOLATE SYRUP
SANOFI SYNTHELABO INC	00024030306	DANOCRINE 50 MG CAPSULE
SANOFI SYNTHELABO INC	00024030406	DANOCRINE 100 MG CAPSULE
SANOFI SYNTHELABO INC	00024030506	DANOCRINE 200 MG CAPSULE
SANOFI SYNTHELABO INC	00024030560	DANOCRINE 200 MG CAPSULE
SANOFI SYNTHELABO INC	00024033206	DEMEROL 50 MG/5 ML SYRUP
SANOFI SYNTHELABO INC	00024033504	DEMEROL 50 MG TABLET
SANOFI SYNTHELABO INC	00024033506	DEMEROL 50 MG TABLET
SANOFI SYNTHELABO INC	00024033704	DEMEROL 100 MG TABLET
SANOFI SYNTHELABO INC	00024039202	DRISDOL 50,000 UNITS CAPSULE
SANOFI SYNTHELABO INC	00024079202	HYTAKEROL 0.125 MG CAPSULE
SANOFI SYNTHELABO INC	00024128704	MYTELASE 10 MG CAPLET
SANOFI SYNTHELABO INC	00024132203	NEGGRAM 500 MG CAPLET
SANOFI SYNTHELABO INC	00024135801	NEO-SYNEPHRINE 2.5% EYE DRP
SANOFI SYNTHELABO INC	00024135901	NEO-SYNEPHRINE 10% EYE DROP
SANOFI SYNTHELABO INC	00024136201	NEO-SYNEPHRINE 10% EYE DROP
SANOFI SYNTHELABO INC	00024150906	PEDIACOF LIQUID
SANOFI SYNTHELABO INC	00024153502	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00024153506	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00024153508	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00024156210	PLAQUENIL 200 MG TABLET
SANOFI SYNTHELABO INC	00024159601	PRIMAQUINE 26.3 MG TABLET
SANOFI SYNTHELABO INC	00024180016	SKELID 200 MG TABLET
SANOFI SYNTHELABO INC	00024193704	TALACEN CAPLET
SANOFI SYNTHELABO INC	00024195104	TALWIN NX TABLET
SANOFI SYNTHELABO INC	00024033502	DEMEROL 50 MG TABLET
SANOFI SYNTHELABO INC	00024153524	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00024153548	PHISOHEX 3% CLEANSER
SCHERING CORP	00085081930	NITRO-DUR 0.8 MG/HR PATCH
SCHERING CORP	00085081935	NITRO-DUR 0.8 MG/HR PATCH
SCHERING CORP	00085115303	IMDUR 120 MG TABLET SA
SCHERING CORP	00085115304	IMDUR 120 MG TABLET SA
SCHERING CORP	00085330601	IMDUR 30 MG TABLET SA
SCHERING CORP	00085330603	IMDUR 30 MG TABLET SA
SCHERING CORP	00085331530	NITRO-DUR 0.3 MG/HR PATCH
SCHERING CORP	00085331535	NITRO-DUR 0.3 MG/HR PATCH
SCHERING CORP	00085411001	IMDUR 60 MG TABLET SA
SCHERING CORP	00085411003	IMDUR 60 MG TABLET SA
SCHERING CORP	00085026301	K-DUR 10 MEQ TABLET SA
SCHERING CORP	00085026381	K-DUR 10 MEQ TABLET SA
SCHERING CORP	00085070304	TRINALIN REPETABS
SCHERING CORP	00085078701	K-DUR 20 MEQ TABLET SA
SCHERING CORP	00085078706	K-DUR 20 MEQ TABLET SA
SCHERING CORP	00085078710	K-DUR 20 MEQ TABLET SA
SCHERING CORP	00085078781	K-DUR 20 MEQ TABLET SA
SCHERING CORP	00085045803	CLARITIN 10 MG TABLET

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
SCHERING CORP	00085045804	CLARITIN 10 MG TABLET
SCHERING CORP	00085045805	CLARITIN 10 MG TABLET
SCHERING CORP	00085045806	CLARITIN 10 MG TABLET
SCHERING CORP	00085052503	EULEXIN 125 MG CAPSULE
SCHERING CORP	00085052505	EULEXIN 125 MG CAPSULE
SCHERING CORP	00085052508	EULEXIN 125 MG CAPSULE
SCHERING CORP	00085061402	PROVENTIL 90 MCG INHALER
SCHERING CORP	00085063501	CLARITIN-D 12 HOUR TAB SA
SCHERING CORP	00085063504	CLARITIN-D 12 HOUR TAB SA
SCHERING CORP	00085063505	CLARITIN-D 12 HOUR TAB SA
SCHERING CORP	00085073804	VANCERIL INHALER
SCHERING CORP	00085080901	LOTRISONE LOTION
SCHERING CORP	00085112802	CLARITIN 10 MG REDITABS
SCHERING CORP	00085113201	PROVENTIL HFA 90 MCG INHALER
SCHERING CORP	00085119403	REBETOL 200 MG CAPSULE
SCHERING CORP	00085119701	NASONEX 50 MCG NASAL SPRAY
SCHERING CORP	00085122301	CLARITIN 10 MG/10 ML SYRUP
SCHERING CORP	00085123301	CLARITIN-D 24 HOUR TAB SA
SCHERING CORP	00085123302	CLARITIN-D 24 HOUR TAB SA
SCHERING CORP	00085124401	TEMODAR 20 MG CAPSULE
SCHERING CORP	00085124402	TEMODAR 20 MG CAPSULE
SCHERING CORP	00085124801	TEMODAR 5 MG CAPSULE
SCHERING CORP	00085124802	TEMODAR 5 MG CAPSULE
SCHERING CORP	00085125201	TEMODAR 250 MG CAPSULE
SCHERING CORP	00085125202	TEMODAR 250 MG CAPSULE
SCHERING CORP	00085125901	TEMODAR 100 MG CAPSULE
SCHERING CORP	00085125902	TEMODAR 100 MG CAPSULE
SCHERING CORP	00085132704	REBETOL 200 MG CAPSULE
SCHERING CORP	00085135105	REBETOL 200 MG CAPSULE
SCHERING CORP	00085138507	REBETOL 200 MG CAPSULE
SCHERING CORP	00085126401	CLARINEX 5 MG TABLET
SCHERING CORP	00085126402	CLARINEX 5 MG TABLET
SCHERING CORP	00085126403	CLARINEX 5 MG TABLET
SCHERING CORP	00085126404	CLARINEX 5 MG TABLET
SCHERING CORP	00085140101	FORADIL AEROLIZER 12 MCG CAP
SCHERING CORP	00085140201	FORADIL AEROLIZER 12 MCG CAP
SCHERING CORP	00085037001	ELOCON 0.1% OINTMENT
SCHERING CORP	00085037002	ELOCON 0.1% OINTMENT
SCHERING CORP	00085051701	DIPROLENE AF 0.05% CREAM
SCHERING CORP	00085051704	DIPROLENE AF 0.05% CREAM
SCHERING CORP	00085056701	ELOCON 0.1% CREAM
SCHERING CORP	00085056702	ELOCON 0.1% CREAM
SCHERING CORP	00085057502	DIPROLENE 0.05% OINTMENT
SCHERING CORP	00085057505	DIPROLENE 0.05% OINTMENT
SCHERING CORP	00085063401	DIPROLENE 0.05% GEL
SCHERING CORP	00085063403	DIPROLENE 0.05% GEL
SCHERING CORP	00085085401	ELOCON 0.1% LOTION
SCHERING CORP	00085085402	ELOCON 0.1% LOTION
SCHERING CORP	00085096201	DIPROLENE 0.05% LOTION
SCHERING CORP	00085096202	DIPROLENE 0.05% LOTION
SCHERING CORP	00085094205	CELESTONE 0.6 MG/5 ML SYRUP
SCHERING CORP	00085092401	LOTRISONE CREAM
SCHERING CORP	00085092402	LOTRISONE CREAM
SCOT TUSSIN PHARMACAL CO INC	00372001716	TUSSIREX SYRUP
SCOT TUSSIN PHARMACAL CO INC	00372001816	TUSSIREX S/F LIQUID
SCOT TUSSIN PHARMACAL CO INC	00372004816	S-T FORTE 2 LIQUID S/F
SHIRE US INC	54092038301	ADDERALL XR 10 MG CAPSULE SA
SHIRE US INC	54092038701	ADDERALL XR 20 MG CAPSULE SA
SHIRE US INC	54092039101	ADDERALL XR 30 MG CAPSULE SA
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	64764015104	ACTOS 15 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	64764015105	ACTOS 15 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	64764015106	ACTOS 15 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	64764030114	ACTOS 30 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	64764030115	ACTOS 30 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	64764030116	ACTOS 30 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	64764045124	ACTOS 45 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	64764045125	ACTOS 45 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	64764045126	ACTOS 45 MG TABLET
TAP PHARMACEUTICALS INC	00300154111	PREVACID 15 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300154119	PREVACID 15 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300154130	PREVACID 15 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300304611	PREVACID 30 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300304613	PREVACID 30 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300304619	PREVACID 30 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300730930	PREVACID 15 MG SUSPENSION DR
TAP PHARMACEUTICALS INC	00300731130	PREVACID 30 MG SUSPENSION DR
US PHARMACEUTICAL CORP	52747014080	CENOGEN ULTRA CAPSULE
US PHARMACEUTICAL CORP	52747030630	HEMOCYTE-F TABLET
US PHARMACEUTICAL CORP	52747030670	HEMOCYTE-F TABLET
US PHARMACEUTICAL CORP	52747030830	HEMOCYTE PLUS TABULE
US PHARMACEUTICAL CORP	52747030870	HEMOCYTE PLUS TABULE
US PHARMACEUTICAL CORP	52747080080	HEMOCYTE PLUS CAPSULE
WARNER CHILCOTT INC	00430016624	MANDELAMINE 500 MG TABLET
WARNER CHILCOTT INC	00430018124	PYRIDUM 200 MG TABLET
WARNER CHILCOTT INC	00430018215	PYRIDUM PLUS TABLET
WARNER CHILCOTT INC	00430022640	NATAFORT TABLET

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
WARNER CHILCOTT INC	00430022723	NATACHEW TABLET CHEW
WARNER CHILCOTT INC	00430058214	OVCON-35 28 TABLET
WARNER CHILCOTT INC	00430058514	OVCON-50 28 TABLET
WARNER CHILCOTT INC	00430069824	ERYC 250 MG CAPSULE EC
WARNER CHILCOTT INC	00430083820	DORYX 75 MG CAPSULE EC
WARNER CHILCOTT INC	00430083819	DORYX 100 MG CAPSULE EC
WARNER CHILCOTT INC	00430278217	DURICEF 250 MG/5 ML ORAL SUSP
WARNER CHILCOTT INC	00430278317	DURICEF 500 MG/5 ML ORAL SUSP
WARNER CHILCOTT INC	00430375411	ESTRACE 0.01% CREAM
WARNER CHILCOTT INC	00430375414	ESTRACE 0.01% CREAM
WARNER CHILCOTT INC	00430620140	FEMRING 0.05 MG VAGINAL RING
WARNER CHILCOTT INC	00430620240	FEMRING 0.10 MG VAGINAL RING
WARNER CHILCOTT INC	00087078448	DURICEF 500 MG CAPSULE
WARNER CHILCOTT INC	00430002324	ESTRACE 1 MG TABLET
WARNER CHILCOTT INC	00430002330	ESTRACE 1 MG TABLET
WARNER CHILCOTT INC	00430002424	ESTRACE 2 MG TABLET
WATSON LABORATORIES INC	52544026528	NORINYL 1+50-28 TABLET
WATSON LABORATORIES INC	52544027428	TRI-NORINYL 28 TABLET
WATSON LABORATORIES INC	00075025000	DILACOR XR 120MG CAPSULE SA
WATSON LABORATORIES INC	00075025100	DILACOR XR 180MG CAPSULE SA
WATSON LABORATORIES INC	00075025200	DILACOR XR 240MG CAPSULE SA
WATSON LABORATORIES INC	52544048201	DILACOR XR 120 MG CAPSULE SA
WATSON LABORATORIES INC	52544048301	DILACOR XR 180 MG CAPSULE SA
WATSON LABORATORIES INC	52544048305	DILACOR XR 180 MG CAPSULE SA
WATSON LABORATORIES INC	52544048401	DILACOR XR 240 MG CAPSULE SA
WATSON LABORATORIES INC	52544048405	DILACOR XR 240 MG CAPSULE SA
WATSON LABORATORIES INC	52544053901	NORCO 10/325 TABLET
WATSON LABORATORIES INC	52544053905	NORCO 10/325 TABLET
WATSON LABORATORIES INC	52544073201	DILACOR XR 120MG CAPSULE SA
WATSON LABORATORIES INC	52544073301	DILACOR XR 180MG CAPSULE SA
WATSON LABORATORIES INC	52544073401	DILACOR XR 240MG CAPSULE SA
WATSON LABORATORIES INC	52544093001	ACTIGALL 300 MG CAPSULE
WATSON LABORATORIES INC	55515001424	CORDRAN 4 MCG/SQ CM TAPE
WATSON LABORATORIES INC	55515001480	CORDRAN 4 MCG/SQ CM TAPE
WATSON LABORATORIES INC	55515010101	CONDYLOX 0.5% TOPICAL SOLN
WATSON LABORATORIES INC	55515025904	MONODOX 100 MG CAPSULE
WATSON LABORATORIES INC	55515026006	MONODOX 50 MG CAPSULE
WATSON LABORATORIES INC	52544062201	MICROZIDE 12.5 MG CAPSULE
WATSON LABORATORIES INC	55515010201	CONDYLOX 0.5% GEL
WATSON LABORATORIES INC	55515003515	CORDRAN SP 0.05% CREAM
WATSON LABORATORIES INC	55515003530	CORDRAN SP 0.05% CREAM
WATSON LABORATORIES INC	55515003560	CORDRAN SP 0.05% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072026006	DOVONEX 0.005% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072026012	DOVONEX 0.005% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072116006	DOVONEX 0.005% SOLUTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072140015	ULTRAVATE 0.05% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072140050	ULTRAVATE 0.05% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072145015	ULTRAVATE 0.05% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072145050	ULTRAVATE 0.05% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072254006	DOVONEX 0.005% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072254012	DOVONEX 0.005% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072570801	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072571208	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072571214	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072571401	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072573028	LAC-HYDRIN 12% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072573038	LAC-HYDRIN 12% CREAM
WOMEN FIRST HEALTHCARE INC	64248000410	BACTRIM 400-80 MG TABLET
WOMEN FIRST HEALTHCARE INC	64248011710	BACTRIM DS TABLET
WOMEN FIRST HEALTHCARE INC	64248015030	VANIQA 13.9% CREAM
WYETH DIV WYETH PHARMACEUTICALS INC	00080804181	PROTONIX 40 MG TABLET EC
WYETH DIV WYETH PHARMACEUTICALS INC	00080804199	PROTONIX 40 MG TABLET EC
XCEL PHARMACEUTICALS	66490024598	MIGRANAL 4 MG/ML NASAL SPRAY
ZYBER PHARMACEUTICAL INC	65224017516	PEDIATEX LIQUID
ZYBER PHARMACEUTICAL INC	65224045716	PEDIATEX-D LIQUID
ZYBER PHARMACEUTICAL INC	65224065001	ALDEX TABLET

EXHIBIT E

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

NEW ENGLAND CARPENTERS EALTH
BENEFITS FUND, PIRELLI ARMSTRONG
RETIREE MEDICAL BENEFITS TRUST,
TEAMSTERS HEALTH & WELFARE FUND
OF PHILADELPHIA AND VICINITY,
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE FUND,
and DISTRICT COUNCIL 37 HEALTH &
SECURITY PLAN,

Plaintiffs,

v.

FIRST DATABANK, INC., a Missouri
corporation, and McKESSON CORPORATION,
a Delaware corporation,

Defendants.

Civil Action: 1:05-CV-11148-PBS

Judge Patti B. Saris

NOTICE OF SUBPOENAS

PLEASE TAKE NOTICE that pursuant to Federal Rule of Civil Procedure Rule 45,
McKesson Corporation will serve the attached subpoenas to the following entities and persons
on November 3, 2006:

1. CIGNA Corporation (Philadelphia, PA)
2. CIGNA Corporation (Hartford, CT)
3. CIGNA HealthCare

4. Connecticut General Life Insurance Company
5. Millicent Callaway

Dated November 3, 2006

MELVIN R. GOLDMAN
LORI A. SCHECHTER
PAUL FLUM
TIFFANY CHEUNG
MORRISON & FOERSTER LLP

By: 
Tiffany Cheung

Attorneys for Defendant
MCKESSON CORPORATION

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document was served upon the attorney of record for each other party on November 3, 2006 by e-mail.


Tiffany Cheung

Issued by the
UNITED STATES DISTRICT COURT
Eastern DISTRICT OF Pennsylvania

NEW ENGLAND CARPENTERS HEALTH BENEFITS
 FUND, ET AL.

SUBPOENA IN A CIVIL CASE

v.
 FIRST DATABANK, INC. AND MCKESSON
 CORPORATION

Case Number:¹ 1:05-CV-11148-PBS
 DISTRICT OF MASSACHUSETTS

TO: CIGNA Corporation
 Two Liberty Place, 1601 Chestnut Street
 Philadelphia, PA 19192

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION Varallo, 1835 Market Street, Suite 600, Philadelphia Pennsylvania, 19103	DATE AND TIME November 14, 2006, 9:30 a.m.
--	--


☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):
 See attached Exhibit B.

PLACE Varallo, 1835 Market Street, Suite 600, Philadelphia Pennsylvania, 19103	DATE AND TIME November 13, 2006, 9:30 a.m.
--	--

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)  Attorney for Defendant McKesson Corporation	DATE November 3, 2006
ISSUING OFFICER'S NAME ADDRESS AND TELEPHONE NUMBER Tiffany Cheung; Morrison & Foerster LLP, 425 Market Street, San Francisco, CA 94105; 415-268-7000	

(See Rule 45, Federal Rules of Civil Procedure, parts C & D on reverse)

¹ If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to

the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or the demanding party to contest the claim.

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or if the party in who behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

NEW ENGLAND CARPENTERS HEALTH
BENEFITS FUND, PIRELLI ARMSTRONG
RETIREE MEDICAL BENEFITS TRUST,
TEAMSTERS HEALTH & WELFARE FUND
OF PHILADELPHIA AND VICINITY,
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE FUND,
and DISTRICT COUNCIL 37 HEALTH &
SECURITY PLAN

Plaintiffs,

v.

FIRST DATABANK, INC., a Missouri
corporation, and McKESSON CORPORATION,
a Delaware corporation,

Defendants.

Civil Action: 1:05-CV-11148-PBS

Judge Patti B. Saris

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and 45, and the subpoena attached hereto, McKesson Corporation, by its attorneys, will take the deposition of CIGNA Corporation by the person or persons who are knowledgeable concerning the matters set forth in Exhibit A attached hereto. Such deposition will be taken on November 14, 2006, beginning at 9:30 a.m., at Varallo, 1835 Market Street, Suite 600, Philadelphia, Pennsylvania, 19103. The deposition will be taken before an officer authorized to administer oaths, be recorded by a stenographer, and may be videotaped, and may provide for LiveNote access, and will continue from day to day, Saturday, Sundays and holidays excepted, until completed.

McKesson reserves the right to take subsequent depositions, not just on all material issues, but also on those issues raised by any documents produced after the date of this Notice.

PLEASE TAKE FURTHER NOTICE THAT CIGNA Corporation is also requested to produce the documents set forth in Exhibit B on November 13, 2006.

Dated November 3, 2006

MELVIN R. GOLDMAN
LORI A. SCHECHTER
PAUL FLUM
TIFFANY CHEUNG
MORRISON & FOERSTER LLP

By: 
Tiffany Cheung

Attorneys for Defendant
MCKESSON CORPORATION

CERTIFICATE OF SERVICE

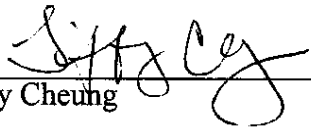
I certify that a true copy of this document was served on November 3, 2006 as follows:

Via Hand Delivery

CIGNA Corporation
Two Liberty Place
1601 Chestnut Street
Philadelphia, PA 19192

Via E-mail

Steve W. Berman Elizabeth Fegan Thomas M. Sobol Barbara Mahoney steve@hbsslaw.com beth@hbsslaw.com Tom@hbsslaw.com barbaram@hbsslaw.com <i>Counsel for Plaintiffs</i>	George E. Barrett Edmund L. Carey Gerald E. Martin Timothy L. Miles gbarrett@barrettjohnston.com tcarey@barrettjohnston.com jmartin@barrettjohnston.com tmiles@barrettjohnston.com <i>Counsel for Plaintiffs</i>	Kenneth A. Wexler Jennifer Fountain Connolly kaw@wtwlaw.us jfc@wtwlaw.us Jeffrey Kodroff John Macoretta jkodroff@srk-law.com jmacoretta@srk-law.com <i>Counsel for Plaintiffs</i>
Mark Redman Sheila Birnbaum Thomas E. Fox Matthew Matule mredman@hearst.com tfox@skadden.com mmatule@skadden.com <i>Counsel for First DataBank</i>		


Tiffany Cheung

DEFINITIONS

The terms used in these requests, whether or not capitalized, are defined as follows:

1. “AWP” or “Average Wholesale Price” means the price for drugs as periodically published by several pharmaceutical industry compendia, including the Drug Topics Red Book (the “Red Book”), American Druggist First Databank Annual Directory of Pharmaceuticals (“First DataBank”), Essential Directory of Pharmaceuticals (the “Blue Book”) and Medi-Span’s Master Drug Database (“Medi-Span”). The term “AWP” includes the “Blue Book AWP” published by First DataBank.
2. “CIGNA HealthCare” refers to various operating subsidiaries of CIGNA Corporation, including Connecticut General Life Insurance Company, among others.
3. “Clients” means union benefit funds, employers, health plans, Third Party Payors, or other entities to which You provide coverage for self-administered prescription drugs for a fee or other remuneration.
4. “Concerning” as defined in Massachusetts Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting. A request for all documents “concerning” a subject extends to each document making a statement about, mentioning, referring to, discussing, analyzing, describing, reflecting, evidencing, identifying, relating to, regarding, summarizing, dealing with, consisting of, constituting, or in any way pertaining to the subject, in whole or in part.
5. “Document” as defined in Massachusetts Local Rule 26.5(c)(2) is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a). A draft or non-identical copy is a separate document within the meaning of this term.

6. “Pharmacy Benefit Manager” or “PBM” means any entity that provides services relating to prescription drug benefits offered by any Third Party Payor to any participant and/or beneficiary.

7. “Publisher” or “Publishers” refers to any pharmaceutical price publishing service, including but not limited to the First DataBank, Red Book, Blue Book and Medi-Span publishing services.

8. “Rebates” include access rebates for the placement of products on a formulary, rebates based upon the sales volumes for drugs, and market share rebates for garnering higher market share than established targets, and include rebates received by You or any PBM with which You have a contractual relationship.

9. “Third Party Payor” means any non-government entity or program, including but not limited to, health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, unions, or welfare and benefit plans, that provides prescription drug benefits to participants and beneficiaries and reimburses or compensates retail pharmacies for prescription drugs dispensed to participants and beneficiaries.

10. “WAC” or “Wholesale Acquisition Cost” means the selling price that a drug company charges to a Wholesaler, before discounts.

11. “Wholesaler” means any entity that purchases drugs from a drug manufacturer and resells such drugs to any other entity, including retail pharmacies.

12. “You” or “Your” shall refer to CIGNA Corporation and any of its past or present trustees, officials, officers, fiduciaries, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control, including the entity or entities operating as CIGNA HealthCare.

INSTRUCTIONS

1. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.

2. Provide the following information for each document withheld on the grounds of privilege:

- (a) its date;
- (b) its title;
- (c) its author(s);
- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;
- (f) its general subject matter; and
- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

Notwithstanding the assertion of any objection to production, if a document contains non-objectionable or non-privileged matter, please produce that document, redacting that portion for which the objection is asserted.

3. To the extent that You consider any of the following requests for production of documents objectionable, please respond to the remainder of the production request, and separately state that part of each request to which You object and each ground for each objection. If there is any question as to the meaning of any part of these Requests, or an issue as to whether production of any documents requested herein would impose an undue burden on You, counsel

for McKesson should be contacted promptly to discuss these matters, and You should respond to the remainder of these Requests as written.

4. You may produce legible, complete, and exact copies of original documents responsive to these Requests, provided that the originals shall be made available for inspection upon request by counsel for McKesson.

5. These Requests cover all documents in Your possession, custody, and control, both inside and outside the United States, including Documents in the possession of Your officers, employees, agents, servants, representatives, trustees, attorneys, consultants, or other persons directly or indirectly employed or retained by You, or anyone else acting on Your behalf or otherwise subject to Your control, and any merged, consolidated, or acquired predecessor or successor, subsidiary, division, or affiliate.

EXHIBIT A

DEPOSITION TOPICS

The following topics cover the time period January 1, 2000 to present:

1. Your knowledge, understanding, and expectation regarding: (a) the use, development, and significance of AWP and/or WAC, (b) the ratio or spread between actual acquisition costs of retail pharmacies and published AWPs, or between WAC and published AWPs, or (c) changes in AWPs or WAC-AWP spreads or ratios, including discussions with Clients, Third Party Payors, drug manufacturers, retail pharmacies, PBMs, consultants, or Publishers regarding such changes.
2. Your negotiations and contracts concerning prescription drug benefits and reimbursements or rebates for such drugs or benefits with Clients, retail pharmacies, PBMs, or drug manufacturers, including your correspondence on or about April 3, 2003 to amend the contracted prescription drug reimbursement rates in any agreement between CIGNA HealthCare and any retail pharmacy.
3. Your search for and production of documents in response to the document requests set forth in Exhibit B of this subpoena.

EXHIBIT B

DOCUMENTS TO BE PRODUCED

The following requests cover the time period January 1, 2000 to present:

1. All documents concerning the relationship between WAC and AWP, and/or WAC to AWP markups, spreads, or ratios, and any analyses concerning changes in AWP, in the relationship between WAC and AWP, and/or WAC to AWP markups, spreads, or ratios, for self-administered brand-name prescription drugs.
2. All documents concerning your decision in 2003 to amend the contracted reimbursement rates for self-administered brand-name prescription drugs in any agreement between CIGNA HealthCare and any retail pharmacy.
3. Organizational charts for each department or group within Your company that is responsible for setting, administering, reviewing, monitoring, or auditing Your self-administered prescription drug benefits.
4. Documents sufficient to identify Your policy or practice of document retention, destruction, disposal, or preservation.

Issued by the
UNITED STATES DISTRICT COURT
 DISTRICT OF Connecticut

NEW ENGLAND CARPENTERS HEALTH BENEFITS
 FUND, ET AL.

SUBPOENA IN A CIVIL CASE

v.
 FIRST DATABANK, INC. and MCKESSON
 CORPORATION

Case Number: ¹ 1:05-CV-11148-PBS
 DISTRICT OF MASSACHUSETTS

TO: CIGNA Corporation
 900 Cottage Grove Road
 Hartford, CT 06152

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION Bonner, Keirnan, Trebach, & Crociata, LLP 44 Capitol Street, Suite 402, Hartford, CT 06106	DATE AND TIME November 14, 2006, 9:30 a.m.
--	--


☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):
 See attached Exhibit B.

PLACE Bonner, Kiernan, Trebach, & Crociata, LLP 44 Capitol Street, Suite 402, Hartford, CT 06106	DATE AND TIME November 13, 2006, 9:30 a.m.
--	--

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)  Attorney for Defendant McKesson Corporation	DATE November 3, 2006
ISSUING OFFICER'S NAME ADDRESS AND TELEPHONE NUMBER Tiffany Cheung; Morrison & Foerster LLP, 425 Market Street, San Francisco, CA 94105; 415-268-7000	

(See Rule 45, Federal Rules of Civil Procedure, parts C & D on reverse)

¹ If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to comply production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to

the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or the demanding party to contest the claim.

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or if the party in who behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

NEW ENGLAND CARPENTERS HEALTH
BENEFITS FUND, PIRELLI ARMSTRONG
RETIREE MEDICAL BENEFITS TRUST,
TEAMSTERS HEALTH & WELFARE FUND
OF PHILADELPHIA AND VICINITY,
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE FUND,
and DISTRICT COUNCIL 37 HEALTH &
SECURITY PLAN

Plaintiffs,

v.

FIRST DATABANK, INC., a Missouri
corporation, and McKESSON CORPORATION,
a Delaware corporation,

Defendants.

Civil Action: 1:05-CV-11148-PBS

Judge Patti B. Saris

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and 45, and the subpoena attached hereto, McKesson Corporation, by its attorneys, will take the deposition of CIGNA Corporation by the person or persons who are knowledgeable concerning the matters set forth in Exhibit A attached hereto. Such deposition will be taken on November 14, 2006, beginning at 9:30 a.m., at Bonner, Kiernan, Trebach & Crociata, LLP, 44 Capitol Street, Suite 402, Hartford, CT 06106. The deposition will be taken before an officer authorized to administer oaths, be recorded by a stenographer, and may be videotaped, and may provide for LiveNote access, and will continue from day to day, Saturday, Sundays and holidays excepted, until completed.

McKesson reserves the right to take subsequent depositions, not just on all material issues, but also on those issues raised by any documents produced after the date of this Notice.

PLEASE TAKE FURTHER NOTICE THAT CIGNA Corporation is also requested to produce the documents set forth in Exhibit B on November 13, 2006.

Dated November 3, 2006

MELVIN R. GOLDMAN
LORI A. SCHECHTER
PAUL FLUM
TIFFANY CHEUNG
MORRISON & FOERSTER LLP

By: 
Tiffany Cheung

Attorneys for Defendant
MCKESSON CORPORATION

CERTIFICATE OF SERVICE

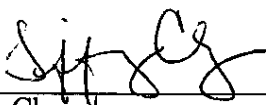
I certify that a true copy of this document was served on November 3, 2006 as follows:

Via Hand Delivery

CIGNA Corporation
900 Cottage Grove Road
Hartford, CT 06152

Via E-mail

Steve W. Berman Elizabeth Fegan Thomas M. Sobol Barbara Mahoney steve@hbsslaw.com beth@hbsslaw.com Tom@hbsslaw.com barbaram@hbsslaw.com <i>Counsel for Plaintiffs</i>	George E. Barrett Edmund L. Carey Gerald E. Martin Timothy L. Miles gbarrett@barrettjohnston.com tcarey@barrettjohnston.com jmartin@barrettjohnston.com tmiles@barrettjohnston.com <i>Counsel for Plaintiffs</i>	Kenneth A. Wexler Jennifer Fountain Connolly kaw@wtwlaw.us jfc@wtwlaw.us Jeffrey Kodroff John Macoretta jkodroff@srk-law.com jmacoretta@srk-law.com <i>Counsel for Plaintiffs</i>
Mark Redman Sheila Birnbaum Thomas E. Fox Matthew Matule mredman@hearst.com tfox@skadden.com mmatule@skadden.com <i>Counsel for First DataBank</i>		



 Tiffany Cheung

DEFINITIONS

The terms used in these requests, whether or not capitalized, are defined as follows:

1. “AWP” or “Average Wholesale Price” means the price for drugs as periodically published by several pharmaceutical industry compendia, including the Drug Topics Red Book (the “Red Book”), American Druggist First Databank Annual Directory of Pharmaceuticals (“First DataBank”), Essential Directory of Pharmaceuticals (the “Blue Book”) and Medi-Span’s Master Drug Database (“Medi-Span”). The term “AWP” includes the “Blue Book AWP” published by First DataBank.
2. “CIGNA HealthCare” refers to various operating subsidiaries of CIGNA Corporation, including Connecticut General Life Insurance Company, among others.
3. “Clients” means union benefit funds, employers, health plans, Third Party Payors, or other entities to which You provide coverage for self-administered prescription drugs for a fee or other remuneration.
4. “Concerning” as defined in Massachusetts Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting. A request for all documents “concerning” a subject extends to each document making a statement about, mentioning, referring to, discussing, analyzing, describing, reflecting, evidencing, identifying, relating to, regarding, summarizing, dealing with, consisting of, constituting, or in any way pertaining to the subject, in whole or in part.
5. “Document” as defined in Massachusetts Local Rule 26.5(c)(2) is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a). A draft or non-identical copy is a separate document within the meaning of this term.

6. “Pharmacy Benefit Manager” or “PBM” means any entity that provides services relating to prescription drug benefits offered by any Third Party Payor to any participant and/or beneficiary.

7. “Publisher” or “Publishers” refers to any pharmaceutical price publishing service, including but not limited to the First DataBank, Red Book, Blue Book and Medi-Span publishing services.

8. “Rebates” include access rebates for the placement of products on a formulary, rebates based upon the sales volumes for drugs, and market share rebates for garnering higher market share than established targets, and include rebates received by You or any PBM with which You have a contractual relationship.

9. “Third Party Payor” means any non-government entity or program, including but not limited to, health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, unions, or welfare and benefit plans, that provides prescription drug benefits to participants and beneficiaries and reimburses or compensates retail pharmacies for prescription drugs dispensed to participants and beneficiaries.

10. “WAC” or “Wholesale Acquisition Cost” means the selling price that a drug mompany charges to a Wholesaler, before discounts.

11. “Wholesaler” means any entity that purchases drugs from a drug manufacturer and resells such drugs to any other entity, including retail pharmacies.

12. “You” or “Your” shall refer to CIGNA Corporation and any of its past or present trustees, officials, officers, fiduciaries, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control, including the entity or entities operating as CIGNA HealthCare.

INSTRUCTIONS

1. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.

2. Provide the following information for each document withheld on the grounds of privilege:

- (a) its date;
- (b) its title;
- (c) its author(s);
- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;
- (f) its general subject matter; and
- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

Notwithstanding the assertion of any objection to production, if a document contains non-objectionable or non-privileged matter, please produce that document, redacting that portion for which the objection is asserted.

3. To the extent that You consider any of the following requests for production of documents objectionable, please respond to the remainder of the production request, and separately state that part of each request to which You object and each ground for each objection. If there is any question as to the meaning of any part of these Requests, or an issue as to whether production of any documents requested herein would impose an undue burden on You, counsel

for McKesson should be contacted promptly to discuss these matters, and You should respond to the remainder of these Requests as written.

4. You may produce legible, complete, and exact copies of original documents responsive to these Requests, provided that the originals shall be made available for inspection upon request by counsel for McKesson.

5. These Requests cover all documents in Your possession, custody, and control, both inside and outside the United States, including Documents in the possession of Your officers, employees, agents, servants, representatives, trustees, attorneys, consultants, or other persons directly or indirectly employed or retained by You, or anyone else acting on Your behalf or otherwise subject to Your control, and any merged, consolidated, or acquired predecessor or successor, subsidiary, division, or affiliate.

EXHIBIT A

DEPOSITION TOPICS

The following topics cover the time period January 1, 2000 to present:

1. Your knowledge, understanding, and expectation regarding: (a) the use, development, and significance of AWP and/or WAC, (b) the ratio or spread between actual acquisition costs of retail pharmacies and published AWP, or between WAC and published AWP, or (c) changes in AWP or WAC-AWP spreads or ratios, including discussions with Clients, Third Party Payors, drug manufacturers, retail pharmacies, PBMs, consultants, or Publishers regarding such changes.
2. Your negotiations and contracts concerning prescription drug benefits and reimbursements or rebates for such drugs or benefits with Clients, retail pharmacies, PBMs, or drug manufacturers, including your correspondence on or about April 3, 2003 to amend the contracted prescription drug reimbursement rates in any agreement between CIGNA HealthCare and any retail pharmacy.
3. Your search for and production of documents in response to the document requests set forth in Exhibit B of this subpoena.

EXHIBIT B

DOCUMENTS TO BE PRODUCED

The following requests cover the time period January 1, 2000 to present:

1. All documents concerning the relationship between WAC and AWP, and/or WAC to AWP markups, spreads, or ratios, and any analyses concerning changes in AWP, in the relationship between WAC and AWP, and/or WAC to AWP markups, spreads, or ratios, for self-administered brand-name prescription drugs.
2. All documents concerning your decision in 2003 to amend the contracted reimbursement rates for self-administered brand-name prescription drugs in any agreement between CIGNA HealthCare and any retail pharmacy.
3. Organizational charts for each department or group within Your company that is responsible for setting, administering, reviewing, monitoring, or auditing Your self-administered prescription drug benefits.
4. Documents sufficient to identify Your policy or practice of document retention, destruction, disposal, or preservation.

Issued by the

UNITED STATES DISTRICT COURT

DISTRICT OF Connecticut

NEW ENGLAND CAPRENTERS HEALTH BENEFITS
FUND, ET AL.

SUBPOENA IN A CIVIL CASE

v.
FIRST DATABANK, INC. AND MCKESSON
CORPORATIONCase Number:¹ 1:05-CV-11148-PBS
DISTRICT OF MASSACHUSETTSTO: CIGNA Healthcare
900 Cottage Grove Road
Hartford, CT 06152☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

Bonner, Kiernan, Trebach & Crociata, LLP
44 Capitol Street, Suite 402, Hartford, CT 06106

DATE AND TIME

November 14, 2006, 9:30
a.m.☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):
See attached Exhibit B.

PLACE

Bonner, Kiernan, Trebach & Crociata, LLP
44 Capitol Street, Suite 402, Hartford, CT 06106

DATE AND TIME

November 13, 2006, 9:30
a.m.☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE

Attorney for Defendant McKesson Corporation

November 3, 2006

ISSUING OFFICER'S NAME ADDRESS AND TELEPHONE NUMBER

Tiffany Cheung; Morrison & Foerster LLP, 425 Market Street, San Francisco, CA
94105; 415-268-7000

(See Rule 45, Federal Rules of Civil Procedure, parts C & D on reverse)

¹ If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to

the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or the demanding party to contest the claim.

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or if the party in who behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

NEW ENGLAND CARPENTERS HEALTH
BENEFITS FUND, PIRELLI ARMSTRONG
RETIREE MEDICAL BENEFITS TRUST,
TEAMSTERS HEALTH & WELFARE FUND
OF PHILADELPHIA AND VICINITY,
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE FUND,
and DISTRICT COUNCIL 37 HEALTH &
SECURITY PLAN

Plaintiffs,

v.

FIRST DATABANK, INC., a Missouri
corporation, and McKESSON CORPORATION,
a Delaware corporation,

Defendants.

Civil Action: 1:05-CV-11148-PBS

Judge Patti B. Saris

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and 45, and the subpoena attached hereto, McKesson Corporation, by its attorneys, will take the deposition of CIGNA HealthCare by the person or persons who are knowledgeable concerning the matters set forth in Exhibit A attached hereto. Such deposition will be taken on November 14, 2006, beginning at 9:30 a.m., at Bonner, Kiernan, Trebach & Crociata, LLP, 44 Capitol Street, Suite 402, Hartford, CT 06106. The deposition will be taken before an officer authorized to administer oaths, be recorded by a stenographer, and may be videotaped, and may provide for LiveNote access, and will continue from day to day, Saturday, Sundays and holidays excepted, until completed.

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PLEASE TAKE FURTHER NOTICE THAT CIGNA HealthCare is also requested to produce the documents set forth in Exhibit B on November 13, 2006.

Dated November 3, 2006

MELVIN R. GOLDMAN
LORI A. SCHECHTER
PAUL FLUM
TIFFANY CHEUNG
MORRISON & FOERSTER LLP

By: 
Tiffany Cheung

Attorneys for Defendant
MCKESSON CORPORATION

CERTIFICATE OF SERVICE

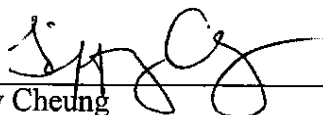
I certify that a true copy of this document was served on November 3, 2006 as follows:

Via Hand Delivery

CIGNA HealthCare
900 Cottage Grove Road
Hartford, CT 06152

Via E-mail

Steve W. Berman Elizabeth Fegan Thomas M. Sobol Barbara Mahoney steve@hbsslaw.com beth@hbsslaw.com Tom@hbsslaw.com barbaram@hbsslaw.com <i>Counsel for Plaintiffs</i>	George E. Barrett Edmund L. Carey Gerald E. Martin Timothy L. Miles gbarrett@barrettjohnston.com tcarey@barrettjohnston.com jmartin@barrettjohnston.com tmiles@barrettjohnston.com <i>Counsel for Plaintiffs</i>	Kenneth A. Wexler Jennifer Fountain Connolly kaw@wtwlaw.us jfc@wtwlaw.us Jeffrey Kodroff John Macoretta jkodroff@srk-law.com jmacoretta@srk-law.com <i>Counsel for Plaintiffs</i>
Mark Redman Sheila Birnbaum Thomas E. Fox Matthew Matule mredman@hearst.com tfox@skadden.com mmatule@skadden.com <i>Counsel for First DataBank</i>		



 Tiffany Cheung

DEFINITIONS

The terms used in these requests, whether or not capitalized, are defined as follows:

1. “AWP” or “Average Wholesale Price” means the price for drugs as periodically published by several pharmaceutical industry compendia, including the Drug Topics Red Book (the “Red Book”), American Druggist First Databank Annual Directory of Pharmaceuticals (“First DataBank”), Essential Directory of Pharmaceuticals (the “Blue Book”) and Medi-Span’s Master Drug Database (“Medi-Span”). The term “AWP” includes the “Blue Book AWP” published by First DataBank.
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3. “Clients” means union benefit funds, employers, health plans, Third Party Payors, or other entities to which You provide coverage for self-administered prescription drugs for a fee or other remuneration.
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5. “Document” as defined in Massachusetts Local Rule 26.5(c)(2) is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a). A draft or non-identical copy is a separate document within the meaning of this term.

6. “Pharmacy Benefit Manager” or “PBM” means any entity that provides services relating to prescription drug benefits offered by any Third Party Payor to any participant and/or beneficiary.

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8. “Rebates” include access rebates for the placement of products on a formulary, rebates based upon the sales volumes for drugs, and market share rebates for garnering higher market share than established targets, and include rebates received by You or any PBM with which You have a contractual relationship.

9. “Third Party Payor” means any non-government entity or program, including but not limited to, health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, unions, or welfare and benefit plans, that provides prescription drug benefits to participants and beneficiaries and reimburses or compensates retail pharmacies for prescription drugs dispensed to participants and beneficiaries.

10. “WAC” or “Wholesale Acquisition Cost” means the selling price that a drug mompany charges to a Wholesaler, before discounts.

11. “Wholesaler” means any entity that purchases drugs from a drug manufacturer and resells such drugs to any other entity, including retail pharmacies.

12. “You” or “Your” shall refer to CIGNA HealthCare and any of its past or present trustees, officials, officers, fiduciaries, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control, including the entity or entities operating as CIGNA HealthCare.

INSTRUCTIONS

1. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.
2. Provide the following information for each document withheld on the grounds of privilege:
 - (a) its date;
 - (b) its title;
 - (c) its author(s);
 - (d) its recipient(s);
 - (e) the specific privilege under which it is withheld;
 - (f) its general subject matter; and
 - (g) a description of it that You contend is adequate to support Your contention that it is privileged.

Notwithstanding the assertion of any objection to production, if a document contains non-objectionable or non-privileged matter, please produce that document, redacting that portion for which the objection is asserted.

3. To the extent that You consider any of the following requests for production of documents objectionable, please respond to the remainder of the production request, and separately state that part of each request to which You object and each ground for each objection. If there is any question as to the meaning of any part of these Requests, or an issue as to whether production of any documents requested herein would impose an undue burden on You, counsel

for McKesson should be contacted promptly to discuss these matters, and You should respond to the remainder of these Requests as written.

4. You may produce legible, complete, and exact copies of original documents responsive to these Requests, provided that the originals shall be made available for inspection upon request by counsel for McKesson.

5. These Requests cover all documents in Your possession, custody, and control, both inside and outside the United States, including Documents in the possession of Your officers, employees, agents, servants, representatives, trustees, attorneys, consultants, or other persons directly or indirectly employed or retained by You, or anyone else acting on Your behalf or otherwise subject to Your control, and any merged, consolidated, or acquired predecessor or successor, subsidiary, division, or affiliate.

EXHIBIT A

DEPOSITION TOPICS

The following topics cover the time period January 1, 2000 to present:

1. Your knowledge, understanding, and expectation regarding: (a) the use, development, and significance of AWP and/or WAC, (b) the ratio or spread between actual acquisition costs of retail pharmacies and published AWPs, or between WAC and published AWPs, or (c) changes in AWPs or WAC-AWP spreads or ratios, including discussions with Clients, Third Party Payors, drug manufacturers, retail pharmacies, PBMs, consultants, or Publishers regarding such changes.
2. Your negotiations and contracts concerning prescription drug benefits and reimbursements or rebates for such drugs or benefits with Clients, retail pharmacies, PBMs, or drug manufacturers, including your correspondence on or about April 3, 2003 to amend the contracted prescription drug reimbursement rates in any agreement between CIGNA HealthCare and any retail pharmacy.
3. Your search for and production of documents in response to the document requests set forth in Exhibit B of this subpoena.

EXHIBIT B

DOCUMENTS TO BE PRODUCED

The following requests cover the time period January 1, 2000 to present:

1. All documents concerning the relationship between WAC and AWP, and/or WAC to AWP markups, spreads, or ratios, and any analyses concerning changes in AWP, in the relationship between WAC and AWP, and/or WAC to AWP markups, spreads, or ratios, for self-administered brand-name prescription drugs.
2. All documents concerning your decision in 2003 to amend the contracted reimbursement rates for self-administered brand-name prescription drugs in any agreement between CIGNA HealthCare and any retail pharmacy.
3. Organizational charts for each department or group within Your company that is responsible for setting, administering, reviewing, monitoring, or auditing Your self-administered prescription drug benefits.
4. Documents sufficient to identify Your policy or practice of document retention, destruction, disposal, or preservation.

Issued by the
UNITED STATES DISTRICT COURT
 DISTRICT OF Connecticut

NEW ENGLAND CARPENTERS HEALTH BENEFITS
 FUND, ET AL.

SUBPOENA IN A CIVIL CASE

v.
 FIRST DATABANK, INC. AND MCKESSON
 CORPORATION

Case Number: ¹ 1:05-CV-11148-PBS
 DISTRICT OF MASSACHUSETTS

TO: Connecticut General Life Insurance Company
 900 Cottage Grove Road
 Hartford, CT 06152

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION Bonner, Kiernan, Trebach & Crociata, LLP 44 Capitol Street, Suite 402, Hartford, CT 06106	DATE AND TIME November 14, 2006, 9:30 a.m.
---	--


☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):
 See attached Exhibit B.

PLACE Bonner, Kiernan, Trebach & Crociata, LLP 44 Capitol Street, Suite 402, Hartford, CT 06106	DATE AND TIME November 13, 2006, 9:30 a.m.
---	--

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)  Attorney for Defendant McKesson Corporation	DATE November 3, 2006
ISSUING OFFICER'S NAME ADDRESS AND TELEPHONE NUMBER Tiffany Cheung; Morrison & Foerster LLP; 425 Market Street, San Francisco, CA 94105; 415-268-7000	

(See Rule 45, Federal Rules of Civil Procedure, parts C & D on reverse)

¹ If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____
DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to comply production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to

the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or the demanding party to contest the claim.

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or if the party in who behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

NEW ENGLAND CARPENTERS HEALTH
BENEFITS FUND, PIRELLI ARMSTRONG
RETIREE MEDICAL BENEFITS TRUST,
TEAMSTERS HEALTH & WELFARE FUND
OF PHILADELPHIA AND VICINITY,
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE FUND,
and DISTRICT COUNCIL 37 HEALTH &
SECURITY PLAN

Plaintiffs,

v.

FIRST DATABANK, INC., a Missouri
corporation, and McKESSON CORPORATION,
a Delaware corporation,

Defendants.

Civil Action: 1:05-CV-11148-PBS

Judge Patti B. Saris

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and 45, and the subpoena attached hereto, McKesson Corporation, by its attorneys, will take the deposition of Connecticut General Life Insurance Company by the person or persons who are knowledgeable concerning the matters set forth in Exhibit A attached hereto. Such deposition will be taken on November 14, 2006, beginning at 9:30 a.m., at Bonner, Kiernan, Trebach & Crociata, LLP, 44 Capitol Street, Suite 402, Hartford, CT 06106. The deposition will be taken before an officer authorized to administer oaths, be recorded by a stenographer, and may be videotaped, and may provide for LiveNote access, and will continue from day to day, Saturday, Sundays and holidays excepted, until completed.

McKesson reserves the right to take subsequent depositions, not just on all material issues, but also on those issues raised by any documents produced after the date of this Notice.

PLEASE TAKE FURTHER NOTICE THAT Connecticut General Life Insurance Company is also requested to produce the documents set forth in Exhibit B on November 13, 2006.

Dated November 3, 2006

MELVIN R. GOLDMAN
LORI A. SCHECHTER
PAUL FLUM
TIFFANY CHEUNG
MORRISON & FOERSTER LLP

By: 
Tiffany Cheung

Attorneys for Defendant
MCKESSON CORPORATION

CERTIFICATE OF SERVICE

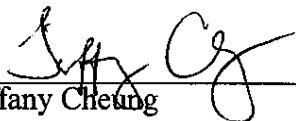
I certify that a true copy of this document was served on November 3, 2006 as follows:

Via Hand Delivery

Connecticut General Life Insurance Company
900 Cottage Grove Road
Hartford, CT 06152

Via E-mail

Steve W. Berman Elizabeth Fegan Thomas M. Sobol Barbara Mahoney steve@hbsslaw.com beth@hbsslaw.com Tom@hbsslaw.com barbaram@hbsslaw.com <i>Counsel for Plaintiffs</i>	George E. Barrett Edmund L. Carey Gerald E. Martin Timothy L. Miles gbarrett@barrettjohnston.com tcarey@barrettjohnston.com jmartin@barrettjohnston.com tmiles@barrettjohnston.com <i>Counsel for Plaintiffs</i>	Kenneth A. Wexler Jennifer Fountain Connolly kaw@wtwlaw.us jfc@wtwlaw.us Jeffrey Kodroff John Macoretta jkodroff@srk-law.com jmacoretta@srk-law.com <i>Counsel for Plaintiffs</i>
Mark Redman Sheila Birnbaum Thomas E. Fox Matthew Matule mredman@hearst.com tfox@skadden.com mmatule@skadden.com <i>Counsel for First DataBank</i>		


Tiffany Cheung

DEFINITIONS

The terms used in these requests, whether or not capitalized, are defined as follows:

1. “AWP” or “Average Wholesale Price” means the price for drugs as periodically published by several pharmaceutical industry compendia, including the Drug Topics Red Book (the “Red Book”), American Druggist First Databank Annual Directory of Pharmaceuticals (“First DataBank”), Essential Directory of Pharmaceuticals (the “Blue Book”) and Medi-Span’s Master Drug Database (“Medi-Span”). The term “AWP” includes the “Blue Book AWP” published by First DataBank.
2. “CIGNA HealthCare” refers to various operating subsidiaries of CIGNA Corporation, including Connecticut General Life Insurance Company, among others.
3. “Clients” means union benefit funds, employers, health plans, Third Party Payors, or other entities to which You provide coverage for self-administered prescription drugs for a fee or other remuneration.
4. “Concerning” as defined in Massachusetts Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting. A request for all documents “concerning” a subject extends to each document making a statement about, mentioning, referring to, discussing, analyzing, describing, reflecting, evidencing, identifying, relating to, regarding, summarizing, dealing with, consisting of, constituting, or in any way pertaining to the subject, in whole or in part.
5. “Document” as defined in Massachusetts Local Rule 26.5(c)(2) is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a). A draft or non-identical copy is a separate document within the meaning of this term.

6. “Pharmacy Benefit Manager” or “PBM” means any entity that provides services relating to prescription drug benefits offered by any Third Party Payor to any participant and/or beneficiary.

7. “Publisher” or “Publishers” refers to any pharmaceutical price publishing service, including but not limited to the First DataBank, Red Book, Blue Book and Medi-Span publishing services.

8. “Rebates” include access rebates for the placement of products on a formulary, rebates based upon the sales volumes for drugs, and market share rebates for garnering higher market share than established targets, and include rebates received by You or any PBM with which You have a contractual relationship.

9. “Third Party Payor” means any non-government entity or program, including but not limited to, health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, unions, or welfare and benefit plans, that provides prescription drug benefits to participants and beneficiaries and reimburses or compensates retail pharmacies for prescription drugs dispensed to participants and beneficiaries.

10. “WAC” or “Wholesale Acquisition Cost” means the selling price that a drug mompany charges to a Wholesaler, before discounts.

11. “Wholesaler” means any entity that purchases drugs from a drug manufacturer and resells such drugs to any other entity, including retail pharmacies.

12. “You” or “Your” shall refer to Connecticut General Life Insurance Company and any of its past or present trustees, officials, officers, fiduciaries, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or

purporting to act on its behalf or under its control, including the entity or entities operating as CIGNA HealthCare.

INSTRUCTIONS

1. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.

2. Provide the following information for each document withheld on the grounds of privilege:

- (a) its date;
- (b) its title;
- (c) its author(s);
- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;
- (f) its general subject matter; and
- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

Notwithstanding the assertion of any objection to production, if a document contains non-objectionable or non-privileged matter, please produce that document, redacting that portion for which the objection is asserted.

3. To the extent that You consider any of the following requests for production of documents objectionable, please respond to the remainder of the production request, and separately state that part of each request to which You object and each ground for each objection. If there is any question as to the meaning of any part of these Requests, or an issue as to whether

production of any documents requested herein would impose an undue burden on You, counsel for McKesson should be contacted promptly to discuss these matters, and You should respond to the remainder of these Requests as written.

4. You may produce legible, complete, and exact copies of original documents responsive to these Requests, provided that the originals shall be made available for inspection upon request by counsel for McKesson.

5. These Requests cover all documents in Your possession, custody, and control, both inside and outside the United States, including Documents in the possession of Your officers, employees, agents, servants, representatives, trustees, attorneys, consultants, or other persons directly or indirectly employed or retained by You, or anyone else acting on Your behalf or otherwise subject to Your control, and any merged, consolidated, or acquired predecessor or successor, subsidiary, division, or affiliate.

EXHIBIT A

DEPOSITION TOPICS

The following topics cover the time period January 1, 2000 to present:

1. Your knowledge, understanding, and expectation regarding: (a) the use, development, and significance of AWP and/or WAC, (b) the ratio or spread between actual acquisition costs of retail pharmacies and published AWPs, or between WAC and published AWPs, or (c) changes in AWPs or WAC-AWP spreads or ratios, including discussions with Clients, Third Party Payors, drug manufacturers, retail pharmacies, PBMs, consultants, or Publishers regarding such changes.
2. Your negotiations and contracts concerning prescription drug benefits and reimbursements or rebates for such drugs or benefits with Clients, retail pharmacies, PBMs, or drug manufacturers, including your correspondence on or about April 3, 2003 to amend the contracted prescription drug reimbursement rates in any agreement between CIGNA HealthCare and any retail pharmacy.
3. Your search for and production of documents in response to the document requests set forth in Exhibit B of this subpoena.

EXHIBIT B

DOCUMENTS TO BE PRODUCED

The following requests cover the time period January 1, 2000 to present:

1. All documents concerning the relationship between WAC and AWP, and/or WAC to AWP markups, spreads, or ratios, and any analyses concerning changes in AWP, in the relationship between WAC and AWP, and/or WAC to AWP markups, spreads, or ratios, for self-administered brand-name prescription drugs.
2. All documents concerning your decision in 2003 to amend the contracted reimbursement rates for self-administered brand-name prescription drugs in any agreement between CIGNA HealthCare and any retail pharmacy.
3. Organizational charts for each department or group within Your company that is responsible for setting, administering, reviewing, monitoring, or auditing Your self-administered prescription drug benefits.
4. Documents sufficient to identify Your policy or practice of document retention, destruction, disposal, or preservation.

Issued by the
UNITED STATES DISTRICT COURT
 DISTRICT OF CONNECTICUT

NEW ENGLAND CARPENTERS HEALTH BENEFITS
 FUND, ET AL.

SUBPOENA IN A CIVIL CASE

v.
 FIRST DATABANK, INC. AND MCKESSON
 CORPORATION

Case Number: ¹ 1:05-CV-11148-PBS
 DISTRICT OF MASSACHUSETTS

TO: Millicent Callaway
 CIGNA HealthCare
 900 Cottage Grove Road, Hartford, CT 06152

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION Bonner, Kiernan, Trebach, & Crociata, LLP 44 Capitol Street, Suite 402, Hartford, CT 06106	DATE AND TIME November 14, 2006, 9:30 a.m.
--	--

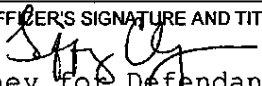
☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

PLACE	DATE AND TIME
-------	---------------

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)  Attorney for Defendant McKesson Corporation	DATE November 3, 2006
ISSUING OFFICER'S NAME ADDRESS AND TELEPHONE NUMBER Tiffany Cheung; Morrison & Foerster LLP, 425 Market Street, San Francisco, CA 94105; 415-268-7000	

(See Rule 45, Federal Rules of Civil Procedure, parts C & D on reverse)

¹ If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____
DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to

the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or the demanding party to contest the claim.

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

NEW ENGLAND CARPENTERS HEALTH
BENEFITS FUND, PIRELLI ARMSTRONG
RETIREE MEDICAL BENEFITS TRUST,
TEAMSTERS HEALTH & WELFARE FUND
OF PHILADELPHIA AND VICINITY,
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE FUND,
and DISTRICT COUNCIL 37 HEALTH &
SECURITY PLAN

Plaintiffs,

v.

FIRST DATABANK, INC., a Missouri
corporation, and McKESSON CORPORATION,
a Delaware corporation,

Defendants.

Civil Action: 1:05-CV-11148-PBS

Judge Patti B. Saris

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and 45, and the subpoena attached hereto, McKesson Corporation, by its attorneys, will take the deposition of Millicent Callaway. Such deposition will be taken on November 14, 2006, beginning at 9:30 a.m., at Bonner, Kiernan, Trebach & Crociata, LLP, 44 Capitol Street, Suite 402, Hartford, CT 06106. The deposition will be taken before an officer authorized to administer oaths, be recorded by a stenographer, and may be videotaped, and may provide for LiveNote access, and will continue from day to day, Saturday, Sundays and holidays excepted, until completed.

McKesson reserves the right to take subsequent depositions, not just on all material issues, but also on those issues raised by any documents produced after the date of this Notice.

Dated November 3, 2006

MELVIN R. GOLDMAN
LORI A. SCHECHTER
PAUL FLUM
TIFFANY CHEUNG
MORRISON & FOERSTER LLP

By: 
Tiffany Cheung

Attorneys for Defendant
MCKESSON CORPORATION

CERTIFICATE OF SERVICE

I certify that a true copy of this document was served on November 3, 2006 as follows:

Via Hand Delivery

Millicent Callaway
CIGNA HealthCare
900 Cottage Grove Road
Hartford, CT 06152

Via E-mail

Steve W. Berman Elizabeth Fegan Thomas M. Sobol Barbara Mahoney steve@hbsslaw.com beth@hbsslaw.com Tom@hbsslaw.com barbaram@hbsslaw.com <i>Counsel for Plaintiffs</i>	George E. Barrett Edmund L. Carey Gerald E. Martin Timothy L. Miles gbarrett@barrettjohnston.com tcarey@barrettjohnston.com jmartin@barrettjohnston.com tmiles@barrettjohnston.com <i>Counsel for Plaintiffs</i>	Kenneth A. Wexler Jennifer Fountain Connolly kaw@wtwlaw.us jfc@wtwlaw.us Jeffrey Kodroff John Macoretta jkodroff@srk-law.com jmacoretta@srk-law.com <i>Counsel for Plaintiffs</i>
Mark Redman Sheila Birnbaum Thomas E. Fox Matthew Matule mredman@hearst.com tfox@skadden.com mmatule@skadden.com <i>Counsel for First DataBank</i>		

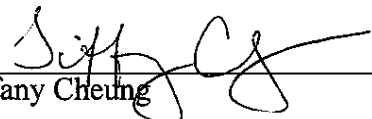

Tiffany Cheung

EXHIBIT F

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

NEW ENGLAND CARPENTERS EALTH
BENEFITS FUND, PIRELLI ARMSTRONG
RETIREE MEDICAL BENEFITS TRUST,
TEAMSTERS HEALTH & WELFARE FUND
OF PHILADELPHIA AND VICINITY,
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE FUND,
and DISTRICT COUNCIL 37 HEALTH &
SECRUITY PLAN,

Plaintiffs,

v.

FIRST DATABANK, INC., a Missouri
corporation, and McKESSON CORPORATION,
a Delaware corporation,

Defendants.

Civil Action: 1:05-CV-11148-PBS

Judge Patti B. Saris

NOTICE OF SUBPOENAS

PLEASE TAKE NOTICE that pursuant to Federal Rule of Civil Procedure Rule 45,
McKesson Corporation will serve the attached subpoenas to the following entities and persons
on November 6, 2006:

1. Caremark, Inc.
2. Gregory Madsen

Dated November 6, 2006

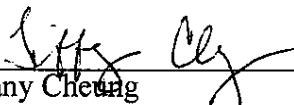
MELVIN R. GOLDMAN
LORI A. SCHECHTER
PAUL FLUM
TIFFANY CHEUNG
MORRISON & FOERSTER LLP

By: 
Tiffany Cheung

Attorneys for Defendant
MCKESSON CORPORATION

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document was served upon the attorney of record for each other party on November 6, 2006 by e-mail.


Tiffany Cheung

OAO 88 (Rev. 1/94) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF ILLINOIS

NEW ENGLAND CARPENTERS HEALTH BENEFITS FUND,

ET. AL,

SUBPOENA IN A CIVIL CASE

V.

FIRST DATABANK, INC., AND MCKESSON CORPORATION Case Number:¹ 1:05-CV-11148-PBS
 DISTRICT OF MASSACHUSETTS

TO: Caremark, Inc.
 2211 Sanders Road
 Northbrook, IL 60062

☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

Victoria Court Reporting Service, 29 S. LaSalle Street, Suite 200, Chicago, IL 60603

DATE AND TIME

November 17, 2006, 9:30 a.m.

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects): See attached Exhibit B.

PLACE

Victoria Court Reporting Service, 29 S. LaSalle Street, Suite 200, Chicago, IL 60603

DATE AND TIME

November 16, 2006, 9:30 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

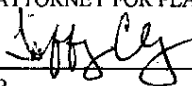
PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

Attorney for Defendant McKesson Corporation



DATE

November 6, 2006

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Tiffany Cheung, Morrison & Foerster LLP, 425 Market Street, San Francisco, CA 94105; 415-268-7000

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on next page)

¹If action is pending in district other than district of issuance, state district under case number.

AO 88 (Rev 1/94) Subpoena in a Civil Case

PROOF OF SERVICE

DATE

PLACE

SERVED:

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend

trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

NEW ENGLAND CARPENTERS HEALTH
BENEFITS FUND, PIRELLI ARMSTRONG
RETIREE MEDICAL BENEFITS TRUST,
TEAMSTERS HEALTH & WELFARE FUND
OF PHILADELPHIA AND VICINITY,
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE FUND,
and DISTRICT COUNCIL 37 HEALTH &
SECURITY PLAN

Plaintiffs,

v.

FIRST DATABANK, INC., a Missouri
corporation, and McKESSON CORPORATION,
a Delaware corporation,

Defendants.

Civil Action: 1:05-CV-11148-PBS

Judge Patti B. Saris


PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and 45, and the subpoena attached hereto, McKesson Corporation, by its attorneys, will take the deposition of Caremark Inc. by the person or persons who are knowledgeable concerning the matters set forth in Exhibit A attached hereto. Such deposition will be taken on November 17, 2006, beginning at 9:30 a.m., at Victoria Court Reporting Service, 29 S. LaSalle Street, Suite 200, Chicago, IL 60603-1502. The deposition will be taken before an officer authorized to administer oaths, be recorded by a stenographer, and may be videotaped, and may provide for LiveNote access, and will continue from day to day, Saturday, Sundays and holidays excepted, until completed.

PLEASE TAKE FURTHER NOTICE THAT Caremark, Inc. is also requested to produce the documents set forth in Exhibit B on November 16, 2006.

Dated November 6, 2006

MELVIN R. GOLDMAN
LORI A. SCHECHTER
PAUL FLUM
TIFFANY CHEUNG
MORRISON & FOERSTER LLP

By:


Tiffany Cheung

Attorneys for Defendant
MCKESSON CORPORATION

CERTIFICATE OF SERVICE

I certify that a true copy of this document was served on November 6, 2006 as follows:

Via Hand Delivery

Caremark Inc.
2211 Sanders Road
Northbrook, IL 60062

Via E-mail

Steve W. Berman Elizabeth Fegan Thomas M. Sobol Barbara Mahoney steve@hbsslaw.com beth@hbsslaw.com Tom@hbsslaw.com barbaram@hbsslaw.com <i>Counsel for Plaintiffs</i>	George E. Barrett Edmund L. Carey Gerald E. Martin Timothy L. Miles gbarrett@barrettjohnston.com tcarey@barrettjohnston.com jmartin@barrettjohnston.com tmiles@barrettjohnston.com <i>Counsel for Plaintiffs</i>	Kenneth A. Wexler Jennifer Fountain Connolly kaw@wtwlaw.us jfc@wtwlaw.us Jeffrey Kodroff John Macoretta jkodroff@srk-law.com jmacoretta@srk-law.com <i>Counsel for Plaintiffs</i>
Mark Redman Sheila Birnbaum Thomas E. Fox Matthew Matule mredman@hearst.com sbirnbau@skadden.com tfox@skadden.com mmatule@skadden.com <i>Counsel for First DataBank</i>		



 Tiffany Cheung

EXHIBIT A

DEFINITIONS

The terms used in the request, whether or not capitalized, are defined as follows:

1. “AWP” or “Average Wholesale Price” means the price for drugs as periodically published by several pharmaceutical industry compendia, including the Drug Topics Red Book (the “Red Book”), American Druggist First Databank Annual Directory of Pharmaceuticals (“First DataBank”), Essential Directory of Pharmaceuticals (the “Blue Book”) and Medi-Span’s Master Drug Database (“Medi-Span”). The term “AWP” includes the “Blue Book AWP” published by First DataBank.
2. “Clients” means union benefit funds, employers, health plans, Third Party Payors, or other entities to which You provide pharmaceutical benefit services for self-administered prescription drugs for a fee or other remuneration.
3. “Communication” as defined in Massachusetts Local Rule 26.5(c)(1), means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).
4. “Concerning” as defined in Massachusetts Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting. A request for all documents “concerning” a subject extends to each document making a statement about, mentioning, referring to, discussing, analyzing, describing, reflecting, evidencing, identifying, relating to, regarding, summarizing, consisting of, constituting, or in any way pertaining to the subject, in whole or in part.
5. “Document” as defined in Massachusetts Local Rule 26.5(c)(2) is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a). A draft or non-identical copy is a separate document within the meaning of this term.

6. “Publisher” or “Publishers” refers to any pharmaceutical price publishing service, including but not limited to First DataBank, Red Book, Blue Book and Medi-Span publishing services.

7. “Rebates” include access rebates for the placement of products on a formulary, rebates based upon the sales volumes for drugs, and market share rebates for garnering higher market share than established targets, and include rebates received by You or any Client.

8. “WAC” or “Wholesale Acquisition Cost” means the selling price that a drug company charges to a Wholesaler, before discounts.

9. “WAC-AWP spread or ratio” means the difference between WAC and AWP reflected as a percentage mark-up from WAC to AWP or a percentage spread from AWP to WAC.

10. “You” or “Your” shall refer to Caremark Inc., including any predecessors, divisions, subsidiaries, trustees, officers, directors, managers, employees, or agents, including but not limited to, attorneys and accountants.

INSTRUCTIONS

1. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.

2. Provide the following information for each document withheld on the grounds of privilege:

- (a) its date;
- (b) its title;
- (c) its author(s);

- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;
- (f) its general subject matter; and
- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

Notwithstanding the assertion of any objection to production, if a document contains non-objectionable or non-privileged matter, please produce that document, redacting that portion for which the objection is asserted.

3. To the extent that You consider any of the following requests for production of documents objectionable, please respond to the remainder of the production request, and separately state that part of each request to which You object and each ground for each objection. If there is any question as to the meaning of any part of these Requests, or an issue as to whether production of any documents requested herein would impose an undue burden on You, counsel for McKesson should be contacted promptly to discuss these matters, and You should respond to the remainder of these Requests as written.

4. You may produce legible, complete, and exact copies of original documents responsive to these Requests, provided that the originals shall be made available for inspection upon request by counsel for McKesson.

5. These Requests cover all documents in Your possession, custody, and control, including documents in the possession of Your officers, employees, agents, servants, representatives, trustees, attorneys, consultants, or other persons employed or retained by You, or anyone else acting on Your behalf or otherwise subject to Your control, and any merged, consolidated, or acquired predecessor or successor, subsidiary, division, or affiliate.

EXHIBIT A

DEPOSITION TOPICS

The following topics cover the time period January 1, 2000 to present:

1. Your knowledge, understanding, and expectation regarding: (a) the ratio or spread between actual acquisition costs of retail pharmacies and published AWP, or between WAC and published AWP, and/or (b) changes in published AWP or WAC-AWP spreads or ratios, including discussions with Clients, Third Party Payors, drug manufacturers, retail pharmacies, benefit consultants, or Publishers regarding such changes, including any changes in First DataBank's WAC-AWP spreads or ratios observed in or around 2002 or 2003.
2. Your negotiations and contracts with Clients, retail pharmacies, or drug manufacturers concerning reimbursements or rebates based upon AWP for brand prescription drugs.
3. Your search for and production of documents in response to the document requests set forth in Exhibit B of this subpoena.

EXHIBIT B

DOCUMENTS TO BE PRODUCED

1. All documents, including in the files of Caremark's finance department, concerning any analyses, reports, or communications of any changes occurring in or around 2002 or 2003 to First DataBank's published WAC-AWP spreads or ratios on branded drugs.
2. All documents reflecting any communications with any Client or with any retail pharmacy concerning any changes occurring in or around 2002 or 2003 to First DataBank's published WAC-AWP spreads or ratios on branded drugs.
3. All documents reflecting any changes or amendments you considered or implemented in the reimbursement terms in your contracts with any retail pharmacy or any Client as a result of (in whole or in part) any changes occurring in or around 2002 or 2003 to First DataBank's published WAC-AWP spreads or ratios on branded drugs.
4. All documents concerning any actions taken or considered by You as a result of (in whole or in part) any changes occurring in or around 2002 or 2003 to First DataBank's published WAC-AWP spreads on branded drugs.

OAO 88 (Rev. 1/94) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF ILLINOIS

NEW ENGLAND CARPENTERS HEALTH BENEFITS FUND,

ET. AL,

SUBPOENA IN A CIVIL CASE

V.

FIRST DATABANK, INC., AND MCKESSON CORPORATION Case Number:¹ 1:05-CV-11148-PBS
 DISTRICT OF MASSACHUSETTS

TO: Gregory Madsen

Caremark, Inc.

2211 Sanders Road, Northbrook, IL 60062

☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

Victoria Court Reporting Service, 29 S. LaSalle Street, Suite 200, Chicago, IL 60603

DATE AND TIME

November 17, 2006, 9:30 a.m.

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects): See attached Exhibit A.

PLACE

Victoria Court Reporting Service, 29 S. LaSalle Street, Suite 200, Chicago, IL 60603

DATE AND TIME

November 16, 2006, 9:30 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)
 Attorney for Defendant McKesson Corporation

DATE

November 6, 2006

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Tiffany Cheung, Morrison & Foerster LLP, 425 Market Street, San Francisco, CA 94105; 415-268-7000

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on next page)

¹If action is pending in district other than district of issuance, state district under case number.

AO 88 (Rev 1/94) Subpoena in a Civil Case

PROOF OF SERVICE

DATE

PLACE

SERVED:

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend

trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

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(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

NEW ENGLAND CARPENTERS HEALTH
BENEFITS FUND, PIRELLI ARMSTRONG
RETIREE MEDICAL BENEFITS TRUST,
TEAMSTERS HEALTH & WELFARE FUND
OF PHILADELPHIA AND VICINITY,
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE FUND,
and DISTRICT COUNCIL 37 HEALTH &
SECURITY PLAN

Plaintiffs,

v.

FIRST DATABANK, INC., a Missouri
corporation, and McKESSON CORPORATION,
a Delaware corporation,

Defendants.

Civil Action: 1:05-CV-11148-PBS

Judge Patti B. Saris

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 45, and the subpoena attached hereto, McKesson Corporation, by its attorneys, will take the deposition of Gregory Madsen. Such deposition will be taken on November 17, 2006, beginning at 9:30 a.m., at Victoria Court Reporting Service, 29 S. LaSalle Street, Suite 200, Chicago, IL 60603. The deposition will be taken before an officer authorized to administer oaths, be recorded by a stenographer, and may be videotaped, and may provide for LiveNote access, and will continue from day to day, Saturday, Sundays and holidays excepted, until completed.

McKesson reserves the right to take subsequent depositions, not just on all material issues, but also on those issues raised by any documents produced after the date of this Notice.

PLEASE TAKE FURTHER NOTICE THAT Caremark, Inc. is also requested to produce the documents set forth in Exhibit A on November 16, 2006.

Dated November 6, 2006

MELVIN R. GOLDMAN
LORI A. SCHECHTER
PAUL FLUM
TIFFANY CHEUNG
MORRISON & FOERSTER LLP

By: 
Tiffany Cheung

Attorneys for Defendant
MCKESSON CORPORATION

CERTIFICATE OF SERVICE

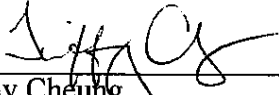
I certify that a true copy of this document was served on November 6, 2006 as follows:

Via Hand Delivery

Gregory Madsen
Caremark Inc.
2211 Sanders Road
Northbrook, IL 60062

Via E-mail

Steve W. Berman Elizabeth Fegan Thomas M. Sobol Barbara Mahoney steve@hbsslaw.com beth@hbsslaw.com Tom@hbsslaw.com barbaram@hbsslaw.com <i>Counsel for Plaintiffs</i>	George E. Barrett Edmund L. Carey Gerald E. Martin Timothy L. Miles gbarrett@barrettjohnston.com tcarey@barrettjohnston.com jmartin@barrettjohnston.com tmiles@barrettjohnston.com <i>Counsel for Plaintiffs</i>	Kenneth A. Wexler Jennifer Fountain Connolly kaw@wtwlaw.us jfc@wtwlaw.us Jeffrey Kodroff John Macoretta jkodroff@srk-law.com jmacoretta@srk-law.com <i>Counsel for Plaintiffs</i>
Mark Redman Sheila Birnbaum Thomas E. Fox Matthew Matule mredman@hearst.com sbirnbau@skadden.com tfox@skadden.com mmatule@skadden.com <i>Counsel for First DataBank</i>		



 Tiffany Cheung

EXHIBIT A

DEFINITIONS

The terms used in the request, whether or not capitalized, are defined as follows:

1. “AWP” or “Average Wholesale Price” means the price for drugs as periodically published by several pharmaceutical industry compendia, including the Drug Topics Red Book (the “Red Book”), American Druggist First Databank Annual Directory of Pharmaceuticals (“First DataBank”), Essential Directory of Pharmaceuticals (the “Blue Book”) and Medi-Span’s Master Drug Database (“Medi-Span”). The term “AWP” includes the “Blue Book AWP” published by First DataBank.
2. “Caremark Inc.” or “Caremark” shall include any predecessors, divisions, subsidiaries, trustees, officers, directors, managers, employees, or agents, including but not limited to, attorneys and accountants.
3. “Clients” means union benefit funds, employers, health plans, Third Party Payors, or other entities to which Caremark Inc. provides pharmaceutical benefit services for self-administered prescription drugs for a fee or other remuneration.
4. “Communication” as defined in Massachusetts Local Rule 26.5(c)(1), means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).
5. “Concerning” as defined in Massachusetts Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting. A request for all documents “concerning” a subject extends to each document making a statement about, mentioning, referring to, discussing, analyzing, describing, reflecting, evidencing, identifying, relating to, regarding, summarizing, consisting of, constituting, or in any way pertaining to the subject, in whole or in part.

6. “Document” as defined in Massachusetts Local Rule 26.5(c)(2) is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a). A draft or non-identical copy is a separate document within the meaning of this term.

7. “WAC” or “Wholesale Acquisition Cost” means the selling price that a drug company charges to a Wholesaler, before discounts.

8. “WAC-AWP spread or ratio” means the difference between WAC and AWP reflected as a percentage mark-up from WAC to AWP or a percentage spread between AWP and WAC.

9. “You” or “Your” shall include any employees or others acting on your behalf or under your supervision.

INSTRUCTIONS

1. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.

2. Provide the following information for each document withheld on the grounds of privilege:

- (a) its date;
- (b) its title;
- (c) its author(s);
- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;
- (f) its general subject matter; and

- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

Notwithstanding the assertion of any objection to production, if a document contains non-objectionable or non-privileged matter, please produce that document, redacting that portion for which the objection is asserted.

3. To the extent that You consider any of the following requests for production of documents objectionable, please respond to the remainder of the production request, and separately state that part of each request to which You object and each ground for each objection. If there is any question as to the meaning of any part of these Requests, or an issue as to whether production of any documents requested herein would impose an undue burden on You, counsel for McKesson should be contacted promptly to discuss these matters, and You should respond to the remainder of these Requests as written.

4. You may produce legible, complete, and exact copies of original documents responsive to these Requests, provided that the originals shall be made available for inspection upon request by counsel for McKesson.

5. These Requests cover all documents in Your possession, custody, and control, including documents in the possession of Your employees, agents, servants, representatives, attorneys, consultants, or other persons employed or retained by You, or anyone else acting on Your behalf or otherwise subject to Your supervision.

EXHIBIT A

DOCUMENTS TO BE PRODUCED

1. All documents concerning any analyses, reports, or communications of any changes occurring in or around 2002 or 2003 to First DataBank's published WAC-AWP spreads or ratios on branded drugs.
2. All documents reflecting any communications with any Client or with any retail pharmacy concerning any changes occurring in or around 2002 or 2003 to First DataBank's published WAC-AWP spreads or ratios on branded drugs.
3. All documents reflecting any changes or amendments considered or implemented concerning the reimbursement terms in Caremark's contracts with any retail pharmacy or any Client as a result of (in whole or in part) any changes occurring in or around 2002 or 2003 to First DataBank's published WAC-AWP spreads or ratios on branded drugs.
4. All documents concerning any actions taken or considered by Caremark as a result of (in whole or in part) any changes occurring in or around 2002 or 2003 to First DataBank's published WAC-AWP spreads or ratios on branded drugs.

EXHIBIT G

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

NEW ENGLAND CARPENTERS HEALTH
BENEFITS FUND, PIRELLI ARMSTRONG
RETIREE MEDICAL BENEFITS TRUST,
TEAMSTERS HEALTH & WELFARE FUND
OF PHILADELPHIA AND VICINITY,
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE FUND,
DISTRICT COUNCIL 37 HEALTH &
SECURITY PLAN,

Plaintiffs,

v.

FIRST DATABANK, INC., a Missouri
corporation, and McKESSON CORPORATION,
a Delaware corporation,

Defendants.

Civil Action: 1:05-CV-11148-PBS

Judge Patti B. Saris

**McKESSON CORPORATION'S AMENDED NOTICE OF DEPOSITION OF
TOWERS PERRIN**

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and 45, and the subpoena served on August 1, 2006 ("Subpoena"), McKesson Corporation, by its attorneys, will take the deposition of Towers Perrin by the person or persons who are knowledgeable concerning the matters set forth in the Subpoena. Such deposition will now be taken on October 20, 2006, beginning at 9:30 a.m., at the offices of Varallo, 1835 Market Street, Suite 600, Philadelphia, Pennsylvania, 19103. The deposition will be taken before an officer authorized to administer oaths, be recorded by a stenographer, and may be videotaped, and may

provide for LiveNote access, and will continue from day to day, Saturday, Sundays and holidays excepted, until completed.

McKesson reserves the right to take subsequent depositions, not just on all material issues, but also on those issues raised by any documents produced after the date of this Notice.

Dated October 5, 2006

MELVIN R. GOLDMAN
LORI A. SCHECHTER
PAUL FLUM
TIFFANY CHEUNG
MORRISON & FOERSTER LLP

By: /s/ Tiffany Cheung
Tiffany Cheung

Attorneys for Defendant
MCKESSON CORPORATION

CERTIFICATE OF SERVICE

I certify that a true copy of this document was served on October 5, 2006 as follows:

Via E-mail

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/s/ Tiffany Cheung
Tiffany Cheung

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

NEW ENGLAND CARPENTERS HEALTH
BENEFITS FUND, PIRELLI ARMSTRONG
RETIREE MEDICAL BENEFITS TRUST,
TEAMSTERS HEALTH & WELFARE FUND
OF PHILADELPHIA AND VICINITY,
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE FUND,
DISTRICT COUNCIL 37 HEALTH &
SECURITY PLAN,

Plaintiffs,

v.

FIRST DATABANK, INC., a Missouri
corporation, and McKESSON CORPORATION,
a Delaware corporation,

Defendants.

Civil Action: 1:05-CV-11148-PBS

Judge Patti B. Saris

**McKESSON CORPORATION'S SECOND AMENDED NOTICE OF DEPOSITION OF
TOWERS PERRIN**

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and 45, and the subpoena served on August 1, 2006 ("Subpoena"), McKesson Corporation, by its attorneys, will take the deposition of Towers Perrin by the person or persons who are knowledgeable concerning the matters set forth in the Subpoena. Such deposition will now be taken on November 1, 2006, beginning at 9:30 a.m., at the offices of Varallo, 1835 Market Street, Suite 600, Philadelphia, Pennsylvania, 19103. The deposition will be taken before an officer authorized to administer oaths, be recorded by a stenographer, and may be videotaped,

and may provide for LiveNote access, and will continue from day to day, Saturday, Sundays and holidays excepted, until completed.

McKesson reserves the right to take subsequent depositions, not just on all material issues, but also on those issues raised by any documents produced after the date of this Notice.

Dated October 18, 2006

MELVIN R. GOLDMAN
LORI A. SCHECHTER
PAUL FLUM
TIFFANY CHEUNG
MORRISON & FOERSTER LLP

By: /s/ Tiffany Cheung
Tiffany Cheung

Attorneys for Defendant
MCKESSON CORPORATION

CERTIFICATE OF SERVICE

I certify that a true copy of this document was served on October 18, 2006 as follows:

Via E-mail

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Mark Redman mredman@hearst.com <i>Counsel for First DataBank</i>		

/s/ Tiffany Cheung
Tiffany Cheung

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

NEW ENGLAND CARPENTERS HEALTH
BENEFITS FUND, PIRELLI ARMSTRONG
RETIREE MEDICAL BENEFITS TRUST,
TEAMSTERS HEALTH & WELFARE FUND
OF PHILADELPHIA AND VICINITY,
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE FUND,
DISTRICT COUNCIL 37 HEALTH &
SECURITY PLAN,

Plaintiffs,

v.

FIRST DATABANK, INC., a Missouri
corporation, and McKESSON CORPORATION,
a Delaware corporation,

Defendants.

Civil Action: 1:05-CV-11148-PBS

Judge Patti B. Saris

**McKESSON CORPORATION'S THIRD AMENDED NOTICE OF DEPOSITION OF
TOWERS PERRIN**

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and 45, and the subpoena served on August 1, 2006 ("Subpoena"), McKesson Corporation, by its attorneys, will take the deposition of Towers Perrin by the person or persons who are knowledgeable concerning the matters set forth in the Subpoena. Such deposition will be taken on November 1, 2006, beginning at 9:30 a.m., at The Fairmont Chicago, 200 North Columbus Drive, Chicago, Illinois 60601. The deposition will be taken before an officer authorized to administer oaths, be recorded by a stenographer, and may be videotaped, and may provide for

LiveNote access, and will continue from day to day, Saturday, Sundays and holidays excepted, until completed.

McKesson reserves the right to take subsequent depositions, not just on all material issues, but also on those issues raised by any documents produced after the date of this Notice.

Dated October 20, 2006

MELVIN R. GOLDMAN
LORI A. SCHECHTER
PAUL FLUM
TIFFANY CHEUNG
MORRISON & FOERSTER LLP

By: /s/ Tiffany Cheung
Tiffany Cheung

Attorneys for Defendant
MCKESSON CORPORATION

CERTIFICATE OF SERVICE

I certify that a true copy of this document was served on October 20, 2006 as follows:

Via E-mail

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Mark Redman mredman@hearst.com <i>Counsel for First DataBank</i>		

/s/ Tiffany Cheung
Tiffany Cheung